

AGREEMENT

Between

THE OHIO NURSES ASSOCIATION/ AFT, AFL-CIO
and the
ASHTABULA COUNTY MEDICAL CENTER

October 1, 2022

to

September 30, 2025

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ARTICLE 1: RECOGNITION

Section 1.1. Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 8-RC-12020 dated March 7, 1980, the Medical Center recognizes ONA as the exclusive representative of its employees in a unit described as follows:

All full-time and regular part-time general duty staff registered nurses, including all assistant head nurses, wound healing center registered nurses, Patient Care Coordinators, and outpatient department nurses, employed by the Medical Center at its Ashtabula, Ohio location, but excluding all casual nurses, service and maintenance employees, business office clerical employees, hospital clerical employees, technical employees, and all other professional employees, guards and supervisors as defined in the Act.

Section 1.2. Except as otherwise specifically provided in this Agreement, the term “nurse,” as used herein, shall apply to and include all those registered nurses included in the unit described in Section 1.1 above and Outpatient Department Nurses, Cardiac Rehabilitation Coordinator, Cardiac Cath Lab Nurses, Cardio Pulmonary Rehab Nurses, Clinic Facility Registered Nurses, Radiology Nurses and shall exclude the Chief Nursing Officer, Directors of Nursing, Nurse Managers, Nursing Supervisors, Education Instructor, Infection Control Practitioner, Nursing Coordinator QA, Supervisors of Clinic Facility, and all other classifications of registered nurses employed by the Medical Center.

Section 1.3. The term “bargaining unit” as used herein shall include collectively all those registered nurses included within the definition of the term “nurse” in Section 1.2 above.

Section 1.4. A “full-time” nurse is defined as a nurse who has accepted employment with the understanding that she will normally be scheduled a regular schedule of eighty (80) hours in each fourteen (14) day period, or a nurse who is regularly scheduled three 12-hour shifts per week. However, for purposes of Article 20, Insurance, full time shall be defined as a nurse who is normally scheduled seventy-two (72) hours or more in each pay period.

Section 1.5. A “regular part-time” nurse is defined as a nurse who has accepted employment with the understanding that she will normally be scheduled a regular schedule of less than eighty (80) hours in each fourteen (14) day pay period. However, for purposes of Article 20, Insurance, part time shall be defined as a nurse who is normally scheduled less than seventy-two (72) hours in each pay period, but at least forty (40) hours per pay period.

Section 1.6. To the extent that staffing patterns on a particular unit make extra weekends off available, the Medical Center will fairly rotate among all RNs within a unit and shift except where the needs of patient care or the unavailability of qualified nursing personnel prevent it from doing so.

Section 1.7. A “casual/PRN” nurse is defined as a nurse who, from day to day, accepts or rejects work opportunities offered by the Medical Center in its sole discretion, depending upon the nurse’s availability as determined by the nurse. Casual/PRN nurses must maintain unit standards and attend competency fairs.

Section 1.7.1. A nurse may be placed in casual/PRN status only by mutual agreement of the Medical Center and the nurse. Casual/PRN nurses shall be used by the Medical Center only for the filling of vacancies temporarily pending permanent filling of the vacancy, and for the temporary replacement of full time or regular part time nurses who are unavailable for scheduled work. Casual/PRN nurses shall not be used to displace any full time or regular part time nurse

from her regularly scheduled straight time hours of work, except overtime hours as provided elsewhere in this Agreement, or to eliminate permanently full time or regular part-time positions. If a bargaining unit nurse is resigning and it is agreeable to the Medical Center and the resigning employee, the lack of a posted PRN position will not prevent her placement into PRN/casual status.

Section 1.7.2. Casual/PRN nurses are not covered by, or subject to, any of the provisions of this Agreement.

Section 1.8. The term “weekend” for pay purposes, as used in this Agreement shall mean shifts normally commencing from 7:00 p.m. each Friday and ending at 7:00 a.m. each Monday for twelve hour shift nurses and shifts normally commencing from 11:00 p.m. each Friday and ending at or about 11:30 p.m. on Sunday for all other nurses. For scheduling purposes, the weekend shall mean shifts normally commencing from 7:00 PM each Friday and ending at 7:00 PM each Sunday for 12 hour shifts, and shifts normally commencing from 11:00 PM each Friday and ending at 11:30 PM on Sunday for all other nurses. The Medical Center agrees that Sunday evening shifts for 12 hour nurses will be treated as any other day of the week, and will be scheduled based on seniority. A nurse who works any two scheduled shifts on any weekend shall be considered to have worked one weekend. A nurse who works any one scheduled shift on any weekend shall be considered to have worked one-half weekend.

Section 1.9. Members of nursing supervision may provide direct patient care on a short-term basis in the following or like situations:

- (a) emergencies;
- (b) instruction;
- (c) provide assistance in times of high acuity levels/volumes; (d) provide relief for lunches, breaks, education programs, etc;
- (e) maintenance of her clinical competency;
- (f) When no bargaining unit employees are available and only until a bargaining unit member becomes available to fill the hole.

Section 1.9.1. No bargaining unit position shall be permanently filled by a member of nursing supervision, provided that this Section shall not preclude the Medical Center from reassigning managerial, supervisory or confidential functions performed by bargaining unit nurses to non-bargaining unit managerial, supervisory or confidential employees.

Section 1.10. The Medical Center shall not permit any employee who is not a registered nurse to perform any duty which is limited by law to registered nurses.

Section 1.11. Should the Medical Center establish a new non-supervisory registered nurse classification after the effective date of this Agreement, it will meet with ONA to discuss its status in relation to this Agreement. If the parties are unable to agree on its status, the question may be submitted to the National Labor Relations Board for resolution through unit clarification proceedings. Should the Medical Center fail to notify and offer to meet with ONA regarding the creation of a new non- supervisory RN classification within sixty (60) days, this position shall be considered covered by this Agreement.

Section 1.12. Whenever the female pronoun or adjective is used in this Agreement, it shall be deemed also to include the male, unless otherwise indicated.

Section 1.13. Before any sale, assignment, transfer or any other change in name or ownership, the Employer shall advise ONA in writing three (3) months (i.e. ninety calendar days) in advance of such sale, assignment, transfer or any other change in name or ownership.

Section 1.14. The Medical Center shall not displace registered nurses through the utilization of licensed practical nurses, paramedics, physician's assistants, clinical assistants or other non-nursing and paraprofessional personnel. For the purpose of this section, displaced shall mean the permanent layoff of affected staff as a direct result of such utilization.

Section 1.15. Successorship During the term of this Agreement, any successor to the Medical Center agrees to recognize the ONA as the legal bargaining representative for the ACMC nurses unit. ACMC will, as a condition of transfer, require the successor to be bound by the terms of this Agreement. The successor will also assume the Agreement for the remaining term of the Agreement. The wages, benefits, and terms and conditions of the contract shall remain in full force and effect for the duration of the Agreement. Should the successor extend its current benefit plan to the ACMC nurses during the remaining term of this Agreement, the ACMC nurses unit, as a whole, will have the option of choosing the successor's entire benefit plan or stay with the plan detailed in this Agreement.

Section 1.16. Nurses who hold staff or other positions covered by this Agreement and who from time to time perform supervisory/managerial duties shall be covered at all times by this Agreement.

Section 1.17. Infusion Center shall continue to be considered members of the bargaining unit and hospital nurses, and, therefore, shall be covered by this collective bargaining agreement regardless of whether they are overseen by Ashtabula Clinic management. Should any other bargaining unit nurses and/or positions be moved under the Ashtabula Clinic management, they shall likewise be covered by this collective bargaining agreement as hospital nurses.

ARTICLE 2: MEMBERSHIP - DUES DEDUCTION - ONA ACTIVITY

Section 2.1. All nurses shall, as a condition of employment, either become members of ONA and maintain such membership or pay a service fee to ONA, no later than the 31st day after employment. The service fee amount, which shall be determined by ONA in accordance with applicable law, shall be certified in writing to the Medical Center by ONA. The Medical Center shall deduct the service fee monthly from the pay of such nurses who are not members of ONA.

Section 2.2. The Medical Center will inform each applicant for employment in a bargaining unit position of the existence of this Agreement, and of her rights upon employment with the Medical Center. The Medical Center shall issue a statement supportive of the ONA bargaining unit, and any negotiation process in which it commits that it will not undermine or work against the union. ONA agrees that there shall be no solicitation of ONA membership or other recruiting activity of any type by any nurse during working time or at any time in patient care or patient access areas of the Medical Center's facilities.

Section 2.3. The Medical Center agrees to deduct monthly ONA state and Local Unit dues or fees for the succeeding month in whatever sum is designated in writing by ONA and the Local Unit Chair respectively, from the pay of a nurse upon the receipt of a voluntary written authorization (in the form set forth in Appendix A) executed for that purpose by the nurse. Deductions will be made from the pay earned during the first payroll of the month. State dues or fees, which include Local Unit dues, will be mailed to ONA by the 10th day of the month following the month of deduction. The Medical Center will furnish ONA and the Local Unit Treasurer its check for dues

or fees, a list of the names of all nurses for whom dues or fees have been deducted. Deductions shall be made only for nurses authorizing both ONA and Local Unit dues or fees deductions.

Section 2.4. In the event the earnings of any nurse subject to Section 2.3 above is less than the amount authorized to be deducted for that pay period, the Medical Center shall not be obligated to make the deduction for that month, it being understood that ONA will arrange the collection of dues or fees for any such month or months directly with the nurse.

Section 2.5. The Medical Center's obligation to make any deductions required by this Article shall automatically cease upon the termination of the employment of any nurse who made such authorization or upon the transfer of any nurse to a position not covered by this Agreement.

Section 2.6. The Association agrees to indemnify and save the Medical Center harmless from and against any suits, claims, demands, liabilities, costs or expenses which may be incurred by or imposed upon the Medical Center by reason of any action taken by the Medical Center under this Article at the request or direction of a representative of ONA or taken by the Employer for the purpose of complying with any provision of this Article.

Section 2.7. Within thirty (30) days after ratification of this Agreement, the Medical Center shall provide ONA and the Local Unit Chair(s) with a list of all nurses covered by this Agreement, which shall include each nurse's address, telephone number, EIN#, date of hire, classification, unit, shift and hourly rate. Monthly, the Medical Center shall provide the ONA and the Local Unit Chair(s) with a list of all nurses covered by this Agreement, containing the name, address, unit, date of hire, EIN# and hourly rate.

Section 2.7.1. The Medical Center shall provide ONA and the Local Unit Chair(s) with a monthly list of new hires into bargaining unit positions, which shall contain the information required by the preceding paragraph. The Medical Center shall also provide ONA and the Local Unit Chair(s) with a monthly list containing the names of all nurses promoted and terminated.

Section 2.8. The parties agree to publish and distribute the collective bargaining agreement to all bargaining unit employees no later than sixty (60) calendar days following ratification of the agreement by the union. The cost of preparation of all required copies of this Agreement shall be borne equally by the Medical Center and ONA.

Section 2.9. Representatives of ONA may enter the Medical Center for the purpose of meeting with Medical Center representatives under the Grievance Procedure provided herein, and for such other scheduled meetings as the parties may agree. Such representatives shall be subject to the regulations applicable to non- employees and to such other reasonable regulations as the Medical Center may establish and shall not interfere with the work of any nurse or the operation of the Medical Center.

Section 2.10. The Medical Center will provide ONA with an enclosed bulletin board(s) at a mutually agreeable location(s). In addition, ONA designated bulletin boards shall be provided and reserved for ONA use on each unit in which bargaining unit registered nurses are employed. The space shall not be less than twenty-four inches by twenty four inches in size where space allows and where it does not it shall not be less than allowing two eight and one half by eleven sheets of paper side by side to be posted. The location of each shall be by agreement of the Medical Center

and ONA. Notices critical of any individual, group, or institution shall not be posted. To facilitate communications, a copy of all ONA postings will be shared with Human Resources.

Section 2.11. The Medical Center agrees to provide a one-hour block of paid time at a mutually agreed time during the first week of a newly-employed nurse's orientation for the Local Unit Chair or her designee to meet with the newly- employed nurse to provide a copy of this Agreement and to explain her rights and obligations hereunder. If the Local Unit Chair or her designee is regularly scheduled to work at the time that the meeting is held, she shall be permitted to attend the meeting without loss of pay if the needs of patient care permit.

Section 2.12. To the extent that staffing patterns and the needs of patient care permit, members of the ONA Negotiating Committee shall be excused from duty on days on which negotiations are held. Pay for the ONA Negotiating Committee shall be negotiated prior to the first negotiation session. This Section shall also apply to Negotiating Committee members scheduled to work on the 7:00 p.m. to 7:30 a.m. shift or the 11:00 p.m. to 7:30 a.m. shift ending on a day that the negotiations are held or the night of the negotiation day. Negotiating Committee members shall advise the appropriate supervisory nurse of this intended absence under this Section as far in advance as circumstances permit.

Section 2.13. Professional Hours A pool of two hundred (200) hours of paid time will be available to the ONA bargaining unit as a whole each year, which may be used for ONA, ANA, and local bargaining unit activities. These professional hours shall be distributed and taken at the discretion of the local unit subject to reasonable staffing requirements. This pool of professional hours will increase by twenty-five percent (25%) for each nurse holding an ONA or ANA office, up to two (2) nurses per year.

Section 2.13.1. Time spent in ONA-Medical Center committees shall not be charged against this pool of professional hours. Unused hours shall be carried over year to year.

Section 2.14. The Medical Center will continue to permit on campus meeting space for the Ohio Nurses Association bargaining unit to meet for bargaining unit business so long as space is available.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1. The management of the Medical Center, the control of the premises, and the direction of the nursing force are vested exclusively with the Medical Center. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote, suspend or discharge nurses for just cause; to establish, revise and enforce reasonable rules of conduct, safety and efficiency; to determine the shifts and the number of hours to be worked by nurses; to determine staffing patterns; to determine or change all policies and procedures affecting patient care; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this Agreement, provided that these rights shall not be used for the purpose of discriminating unlawfully against any nurse on account of membership in or activity on behalf of the ONA. The Medical Center retains the right to reasonably revise the job descriptions and qualifications therein. ACMC shall inform and meet with the ONA prior to the implementation of any revisions to the RN job descriptions.

Section 3.2. ONA, on behalf of the nurses covered by this Agreement, agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care, and the

Medical Center agrees to receive and consider constructive suggestions submitted by ONA toward these objectives.

Section 3.3. In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the Medical Center. Further, the exercise of any enumerated or reserved management rights shall not be subjects of negotiation, during the term of this Agreement, either with respect to the decision or its effects and the ONA expressly waives its right to negotiate over the exercise of any enumerated or reserved management rights either with respect to the decision or its effects.

Section 3.4. Notwithstanding the provisions of Section 3.3 of this Article, the Medical Center agrees to bargain with ONA over the effects on bargaining unit employees' terms and conditions of employment relating to the operational changes associated with the transition to the new bed-tower, including, but not limited to the potential consolidation of med-surg units. The effects bargaining will commence no later than ninety (90) days prior to the opening of the new building.

ARTICLE 4: NO STRIKE - NO LOCKOUT

Section 4.1. During the term of this Agreement, ONA shall not, directly or indirectly, call, authorize, 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 Medical Center. Should any violation of this Article occur, ONA agrees to cooperate fully and completely with the Medical Center during any such occurrence. ONA also agrees to take all actions within its power to prevent or terminate any violation of this Article.

Section 4.2. Any violation of Section 1 of this Article shall be cause for 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 or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the Medical Center'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 4.3. In the event any violation of this Article occurs, ONA shall immediately 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 Medical Center's operations is prohibited by this Article and is not in any way sanctioned or approved by ONA. ONA shall also order all nurses to return to work at once.

Section 4.4. In the event that the Medical Center believes that ONA or officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encourage or in any way participated in any mass resignations or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the operation of the Medical Center, or ratified, condoned, or lent any support to any such conduct or action, the Medical Center shall first notify ONA of said interference with its operations. If said interference with the Medical Center's operations is not terminated immediately, the Medical Center may forthwith submit this dispute as a grievance to arbitration by notice to the appropriate American Arbitration Association's Regional Office, which shall immediately appoint an arbitrator to hear and decide the issue within twenty- four hours of such notification. The arbitrator shall be

empowered to grant injunctive and such other relief as he may deem appropriate, and ONA hereby consents to the entry by or on behalf of the Medical Center of a judgment and order in any court of competent jurisdiction based upon the Arbitrator's award and for the purpose of permitting the Medical Center to enforce and implement the award.

Section 4.5. The exercise or non-exercise by the Medical Center of the rights granted to it under Section 4 of this Article shall not preclude the Medical Center from the exercise of any other rights it may have in law or equity in the event of a violation of this Article.

Section 4.6. The Medical Center shall not lock out any or all of its nurses during the life of this Agreement. For purposes of this Agreement, a lockout shall be defined as the temporary laying off of nurses solely as a means of bringing economic pressure to bear in support of the Medical Center's collective bargaining position, and shall not include layoffs because of lack of work or disciplinary layoffs.

Section 4.7. In the event that ONA believes that the Medical Center has violated Section 6 of this Article by engaging in a lockout of any or all of the nurses covered by this Agreement, ONA shall first notify the Medical Center of the alleged violation. If the alleged violation is not terminated immediately, ONA may forthwith submit this dispute as a grievance to arbitration under the expedited procedure set forth in Section 4.6 above, and may enforce any award received in the manner set forth therein. The exercise or non-exercise of the rights granted to ONA under this Section shall not preclude ONA from the exercise of any other rights it may have in law or equity in the event of a violation of Section 6 by the Medical Center.

ARTICLE 5: PROFESSIONAL RELATIONS

Section 5.1. Nursing Advisory and Staffing Committee

(a) The Nursing Advisory and Staffing Committee shall be composed of Medical Center representatives, and bargaining unit members selected by ONA without limit to the number of participants. The Chief Nursing Officer and Local unit Chair(s) shall be members of this Committee along with the ONA representative. Both parties agree to review annually the participation and effectiveness of their appointed representatives.

(b) The purpose of the Committee is to provide a method of communication and recommendation for the Medical Center and the bargaining unit regarding matters of mutual concern and interest with respect to nursing practice and patient care, including review of staffing policies and procedures, and the recommendation of changes deemed appropriate by the Committee. To assist in this review, the Committee will be provided with monthly reports of statistical data generated by the Medical Center pertinent to staffing. Committee members shall, at Medical Center expense, be permitted to attend one or more, if the Committee finds it appropriate, conferences or seminars pertinent to its staffing functions. Appropriate staffing patterns will be maintained on each unit, and the Medical Center will attempt to staff in accordance with appropriate staffing guidelines and policies. The Nursing Advisory and Staffing Committee shall discuss appropriate staffing guidelines and policies in an effort to attain and maintain full efficiency and quality patient care. The parties agree to cooperate in achieving these objectives. Committee members shall provide required in-service programs pertinent to the operation of existing staffing policies.

(c) The Nursing Advisory and Staffing Committee will meet monthly unless waived by a majority of the members of the Committee. Additional meetings may be held with the agreement of the majority of the Committee. Bargaining unit nurses, up to seven paid, who serve on the Committee will be reimbursed at their straight time hourly rate for those hours spent at Committee meetings. Either ONA or the Medical Center may, with advance notice to the other, invite the voluntary presence of any person possessing a specific expertise not available on the Committee who can assist in the presentation of views related to a matter under discussion. Agendas of matters proposed for discussion shall be distributed to the members of the Committee at least seventy-two (72) hours before a meeting. The Committee will establish its meeting times and procedures.

(d) The Nursing Advisory, Labor Management Committee, and Staffing Committee shall not be empowered to effect the change of any of the terms of this Agreement or any other matter affecting the employment relationship between the Medical Center and any nurse. In no case shall the Committee discuss or consider any matter subject to the grievance and arbitration procedures of this Agreement.

Section 5.1.1. The Nurse Advisory Committee will review the need for cross orientation opportunities on a quarterly basis and as the need arises. The Nurse Advisory Committee will also have input in determining units of need for cross orientation opportunities and compare those opportunities to the current composition of those nurses cross oriented. The Medical Center shall not be prevented from posting such opportunities if a consensus cannot be reached.

Section 5.1.2. If a nurse believes that a nursing practice concern arises during her shift, she must immediately notify the nursing supervisor verbally and in writing by the end of her shift through the submission of an assignment despite objection (ADO) form. The supervisor will investigate such complaints and make every reasonable effort to correct the concern. The results shall be reported to the Nursing Advisory and Staffing Committee.

Section 5.1.3. The Medical Center will annually evaluate its patient acuity system and staffing in collaboration with the Nursing Advisory and Staffing Committee based upon:

1. The patients' nursing care needs;
2. The number of qualified care givers; and
3. Unit activity.

Section 5.1.4. In conducting this evaluation, the Medical Center and the Nursing Advisory and Staffing Committee shall refer to the "Principles for Nurse Staffing" published by the American Nurses Association, a copy of which is appended to the Agreement as Appendix E.

Section 5.1.5. The Medical Center and the ONA recognize that providing quality patient care is the utmost priority. The parties also agree that nurses should continue to participate in decisions affecting the delivery of patient care and related terms and conditions of employment. Decisions regarding workplace restructuring shall be reached by consensus of the Labor Management Committee. The Labor Management Committee shall have the option of deferring the decision to the Nursing Advisory and Staffing Committee. In any event, the Medical Center shall not be prevented from implementing such restructuring if a consensus cannot be reached.

Section 5.1.6. A copy of the Medical Center's current Nursing Care Staffing Committee Charter is provided in Appendix F of this Agreement. ONA understands the Charter maybe amended as

needed, consistent with Ohio Law. Any modifications of the Charter will be made available to the nursing staff.

Section 5.1.7. The Medical Center and the ONA agree by December 1, 2016, a task force will be formed through the Nurse Advisory Committee to examine the schedules and hours of the OR and PACU to avoid mandatory overtime and limit 24/7 on-call to the extent feasible.

Section 5.1.8. When a vacancy occurs in a position of Chief Nursing Officer, the Medical Center shall accept recommendations of possible candidates from the Nursing Advisory and Staffing Committee.

Section 5.2. The Labor Management Committee may from time to time review questions concerning the dress code as it relates to scrubs, shoes, etc.

Section 5.2.1. The Labor Management Committee may establish a taskforce to explore Clinical Ladders and develop a specific model relevant to our medical facility and clinical environment.

Section 5.2.2. Labor Management Committee During the term of this Agreement, a Labor Management Committee will continue to meet monthly unless the parties agree otherwise. This Committee shall be comprised of bargaining unit employees who are paid by the Medical Center and designated by ONA, five (5) of whom will be the local unit officers, an ONA staff representative, and Medical Center representatives including Human Resources and the Chief Nursing Officer. The size of the Committee may be changed by mutual agreement. The purpose of the Committee shall be to provide a method of communication between the Medical Center and the bargaining unit about resolving issues within the workplace which may impact nurses. The committee shall also discuss issues referred to it by other Committees. The committee shall meet monthly at a mutually agreed upon date and time. Members designated by ONA who are scheduled to work at the time of the meetings shall be excused from work in order to attend provided appropriate non-overtime/non-premium coverage is secured.

Section 5.2.3. Child Care. A sick child care program known as “Mending Moments” is available on the premises of ACMC for children of RN employees. The Mending Moments program shall be referred to the Labor-Management Committee. A fee will be charged for the Mending Moments program. If a child is placed in the Mending Moments program, this may be considered as a patient for purposes of 4N staffing assignments.

Section 5.2.4. Further, the parties recognize that security and other safety concerns are best discussed through the Labor Management Committee which meets monthly.

Section 5.3. The Medical Center will provide at least twelve (12) education offerings for nurses each calendar year. Educational offerings will be made available to nurses on all shifts. ONA agrees to encourage and support attendance at educational offerings. Nurses who are required by the Medical Center as a condition of employment to attend mandatory educational offerings during off duty hours will be compensated for time so spent at the appropriate hourly rate. The Medical Center will accept and consider suggestions for future education offerings offered by bargaining unit members. The Medical Center will provide a minimum of thirty (30) contact hours of continuing nursing education per calendar year.

Section 5.3.1. The Medical Center and the ONA will continue to work together to find ways that will allow RN’s to achieve required competencies and other identified professional needs through improvement of the quality, quantity, and accessibility of CEU courses offered.

Section 5.3.2. The Education Department will provide resources on any mandatory educational programs offered for registered nurses.

Section 5.4. The Medical Center may approve an unpaid leave of absence for one or more nurses in order to attend ONA, AFT, or ANA conventions or other similar meetings based upon its staffing needs. A nurse may use available paid time off for such unpaid leave subject to Article 26, "Paid Time Off."

Section 5.5. The Medical Center recognizes the right of a nurse to adhere to the Code for Nurses adopted by the ONA.

- (A) A nurse may decline to carry out a directive on the grounds that the nurse considers the directive to be either unethical or beyond the nurse's competency. If the Medical Center determines that the directive was unethical or beyond her competency, the nurse shall not be disciplined. Any disciplinary action which may be taken may be processed as a grievance at Step II of the grievance procedure. If the grievance proceeds to arbitration, the arbitrator selected must be qualified, in the judgment of both the Medical Center and ONA, depending upon the nature of the grievance, to determine whether the directive involved was ethical or within the competency of the nurse as the case may be. The decision of the arbitrator with respect to whether a particular nurse was competent to carry out a directive will be binding upon the Medical Center, ONA, and the individual nurse. The decision of the arbitrator as to whether the directive involved was ethical will be binding upon all nurses, the Medical Center, and ONA. In determining whether a directive was either ethical or within the competency of the nurse involved, the arbitrator will take into consideration all pertinent circumstances, including whether the situation was an emergency
- (B) A nurse may be disciplined for conduct which the Medical Center deems to be unethical or for assuming duties which the Medical Center 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.
- (C) In the event that grievances arising under this Section proceed to arbitration, it is understood that either party may introduce the ANA Code for Nurses. The Code shall be one factor, together with all other relevant facts and circumstances, to be considered by the arbitrator under the provisions of this Agreement.

Section 5.6. The Medical Center shall continue to fund an Educational Fund within the Nursing Service Department budget, which shall be used exclusively for professional education and training of bargaining unit registered nurses, including, but not limited to, expenses incurred for outside speakers in the presentation of continuing education programs and the attendance by bargaining unit registered nurses at professional workshops and seminars. The Nursing Service Department shall budget twenty-five thousand dollars (\$25,000) for each year of the three years of the contract for the Educational Fund. Upon mutual agreement between the Chief Nursing Officer and the Local Unit Chair (s), any unused monies as of October annually may be applied toward an education program that will provide an educational benefit to the bargaining unit as a whole. Any remaining funds as of December 1st annually may be spent on computer-based learning

tools for the nursing library or other additions to the nursing library. This provision shall not preclude a registered nurse from requesting funds for use in November and December annually.

Any financial gains realized by the Medical Center from offering continuing education programs for RNs to non-ACMC RNs for a fee shall be returned to the Fund. Within ninety (90) days of the ratification of this Agreement and annually in January, ONA shall have the opportunity to review a report of the financial status of the educational fund.

Section 5.6.1. Timing of Request: A registered nurse shall not be required to submit a request for a seminar more than six (6) weeks prior to the seminar. Approval of the request shall be premised on whether the seminar will further the registered nurses' current position or a prospective position within the Medical Center. Such request shall not be arbitrarily denied. A registered nurse who is reimbursed for the cost and expenses of a seminar but who fails to attend the seminar shall reimburse ACMC the cost of the seminar and other related expenses.

Section 5.7. A nurse who wishes to participate in a professional workshop, meeting, online course, or seminar relating to her duties and professional development as a registered nurse at the Medical Center shall submit a request in writing to the Nurse Manager describing the program and estimated costs. Full- time nurses shall receive up to twenty-four (24) hours of paid educational time each year, and part- time nurses shall receive up to sixteen (16) hours of paid educational time per year, for purposes of attending programs for which contact hours of continuing nursing education are offered. To the extent the Education Fund permits, the Nurse Manager may approve a nurse's participation in such workshop, meeting, online course, or seminar and shall notify the nurse of her decision in writing. The Nurse Manager shall have the right to deny any request where the workshop, online course, meeting or seminar is not relevant to the duties and the professional development of an RN at the Medical Center. Subject to the sufficiency of the Educational Fund, the Medical Center shall pay the nurse for time off during her regularly scheduled days, and shall pay registration fees and reasonable expenses for the nurse's participation in an approved workshop, online course, meeting or seminar or for her participation in a workshop, meeting or seminar to which she is sent by the Medical Center. Paid education hours may be granted at the ratio of four CEU's to one hour of pay for online course work. No more than half of the yearly educational time each year can be used for on line education for reimbursement purposes.

Registration fees and expenses paid to a nurse for a specialty certification course, seminar, online course, meeting or workshop under this provision shall be refunded to the Educational Fund by the nurse if he/she voluntarily terminates employment within one (1) year pro rated after completion of the course. All registered nurses seeking a new certification or renewal of a certification relevant to use at ACMC shall be reimbursed for expenses pursuant to this provision in pursuing such through the funds available in the Educational Fund. Upon the manager's request, the nurse must turn in post course evaluations and any other educational materials required by the Department Director in order to receive funds under this provision.

Section 5.7.1. On a case-by-case basis, nurses may have the option to use outside educational seminar fund dollars to acquire video materials.

Section 5.8. Tuition Assistance

The Medical Center will provide tuition assistance to full-time and part-time registered nurses attending any college or university, subject to the following conditions:

- (a) The employee must be on regular full-time and part-time status with a minimum of

twelve (12) months of continuous Medical Center service from the date the course begins until the date the course is completed.

- (b) The course must pertain directly to present work assignment or be required for a work-related degree.
- (c) The employee will remain in the employ of ACMC for twenty-four (24) months prorated following the completion of the last course for which the employee was reimbursed. An employee who does not complete the twenty-four (24) month prorated service requirement must reimburse the Medical Center for all monies prorated paid to the employee for tuition under this Agreement.
- (d) The nurse must show authorization from nursing administration before the course begins.
- (e) Reimbursement will be made for a maximum dollar amount each year not to exceed \$4,500.00.
- (f) Reimbursement will be for 100% for full-time RN's. Cost of the books, supplies, education materials, transportation, registration fees, etc. are not included in this reimbursement program. The percentage of reimbursement will be based upon the grade received.

A	100%
B	100%
C	100%
D or below	0%

- 2. Reimbursement for regular part-time nurses will be 50% of the full-time nurse's reimbursement rate, as stated above in (f) (1).
- (g) If the nurse has other assistance (e.g. V.A., scholarship, etc.) the Medical Center will only pay the agreed upon reimbursement up to the amount not already covered by such assistance.
- (h) The course must be taken on an employee's own time
- (i) Funds will be provided to full-time and part-time RNs on a first come, first served basis, provided the above guidelines are met.

Section 5.9. Nurses will not be required to use educational hours for mandatory education programs or for in-services.

Section 5.9.1. Educational dollars which are unused or unscheduled as of October 1 of each year shall be posted and granted to bargaining unit nurses on a first- come, first-served basis.

Section 5.10. *Specialty Certification.* All registered nurses are eligible for specialty certification examination course test and re-certification reimbursement appropriate to their area of work. Course reimbursement and re-certification reimbursement shall not exceed five hundred dollars (\$500.00) per certification cycle. Certification must be discussed and approved by management. Funds would be drawn on the education account as provided in Article 5.7 of this Agreement. Reimbursement is contingent upon passing the certification examination.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1. For purposes of this Agreement, the term “grievance” is defined as a dispute between the Medical Center and ONA, or between the Medical Center and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement including the reasonableness of any work rule relied upon in a disciplinary action. The parties recognize the inherent value in amicably resolving problems prior to filing a grievance. As a result, all members seeking to file a grievance should first attempt to resolve the matter informally by discussing it with a unit representative and the Nurse Manager. The Medical Center shall inform the grievant that the grievant has the right to a union representative at every step/meeting of the grievance process. Grievances shall be processed in accordance with the following procedure:

Step1. A nurse having a grievance shall: present a grievance in writing on the form set forth in Appendix L to Nursing office or designated area within seven (7) business days after the nurse had or reasonably should have had knowledge of the event upon which it is based to be dated, timed and logged upon receipt. The grievance shall be delivered via dedicated email address to onagrievance@ACMCHHealth.org. The grievance shall contain a statement of the facts, the section/article of the agreement allegedly violated, and the remedy requested. Within seven (7) calendar days of the date a grievance is filed, a meeting will be scheduled. The Nurse Manager shall send a response to the grievance in writing to the grievant; the grievant’s representative, the grievance chair, and the Local Unit chair within seven (7) calendar days after the grievance meeting.

Step2. If the grievance is not satisfactorily resolved at Step 1, the grievance may be appealed in writing by notifying the Chief Nursing Officer of intent to appeal via email to onagrievance@ACMCHHealth.org within seven (7) calendar days of the Step 1 answer to be re-dated, timed and logged. The Chief Nursing Officer or her designee shall meet with the grievant and local unit representative within ten (10) calendar days after the appeal is filed. An answer will be given in writing to the grievant; the grievant’s representative, the grievance chair, the Local Unit chair, and the ONA Staff Representative within seven (7) calendar days after the meeting.

Step3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed in writing to the Chief Nursing Officer within seven (7) calendar days after receipt of the Step 2 answer via email to onagrievance@ACMCHHealth.org. The Medical Center CEO, Chief Nursing Officer or their designee, and such members of his staff as he may select, shall meet with the grievant, up to three (3) Local Unit representatives, and an ONA representative within ten (10) calendar days, (seven (7) calendar days in the case of a grievance involving a discharge) after the appeal is filed. The CEO or their designee shall give his answer in writing to the grievant, the grievant’s representative, the grievance chair, the Local Unit chair, and the ONA Staff Representative within seven (7) calendar days after the meeting, and shall mail a copy to ONA.

Step4. If the grievance is not resolved as provided in Step 3, it may be submitted to arbitration upon the request of ONA. The ONA requesting arbitration must notify the Medical Center in writing within twenty-one (21) calendar days after receipt of the Step 3 answer.

In the event that the matter is submitted to arbitration, an arbitrator may be appointed by mutual consent of the parties hereto. If the parties cannot agree, a panel of arbitrators from the Federal Mediation and Conciliation Service (“FMCS”) will be requested within thirty (30) calendar days of the request for arbitration. This time limit may be extended by mutual agreement. If the parties cannot agree upon one (1) of the listed arbitrators, a facility representative and an ONA

representative shall each cross one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator. The arbitrator shall not add, subtract from or modify any provisions, terms or conditions of this Agreement. The decision of the arbitrator will be final and binding on all nurses, the ONA and the Medical Center. The fees and expenses of the arbitrator, including the cost of the transcript of the record, if jointly ordered, shall be borne equally by the parties. The arbitrator shall render his decision in writing within thirty (30) calendar days after the close of the hearing or submission of post-hearing briefs.

Section 6.2. The time limitations provided for in this Article may be extended by mutual agreement of the Medical Center and ONA. As used herein, calendar days shall not include contractually designated 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 Medical Center and ONA with reference to the individuals, dates and subject matter involved in said grievance. If the Medical Center is unable to answer a grievance within the time limits set forth in 6.1 above, it will request an extension to provide that answer. ONA shall not unreasonably deny such request. If no request is made, and no answer is provided prior to the deadline, the grievance will automatically be advanced to the next step of the grievance procedure, except that a grievance may be submitted to arbitration only in accordance with the provisions of Step 4 of Section 6.1 above.

Section 6.3. Grievances may be processed at Steps 1, 2, 3 during normal working hours without loss of pay, if there is no interference with the operational needs of the Medical Center or with the needs of patient care.

Section 6.4. Grievances shall be filed at step 2 of the grievance process when the grievance concerns a discipline of suspension or when the grievance is a group grievance. Grievances shall be filed at step 3 of the grievance process when the grievance concerns a discipline of discharge.

ARTICLE 7: EMPLOYMENT - PROBATION

Section 7.1. In seeking new or additional nurses, the Medical Center 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 Medical Center, 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 Medical Center, until such time as the recall provisions of this Agreement may be completed.

Section 7.2. There shall be no discrimination either by the Medical Center or ONA against any nurse in any manner relating to employment because of race, color, creed, national origin, gender, age, marital status, disability, sexual orientation, or ONA membership or activity or lack thereof.

Section 7.3. Newly employed nurses and nurses re-employed after a break in continuous service as defined in Article 12 of this Agreement shall be considered on probation for a period of one hundred twenty (120) calendar days. This probation may be extended for up to an additional sixty (60) days by mutual agreement of ONA and the Medical Center. During the probationary period and any extension thereof, the Medical Center may terminate the nurse at will and such termination shall not be subject to the Grievance Procedure contained in this Agreement.

Section 7.4. During the probationary orientation period, a nurse shall have no seniority rights under this Agreement, but at the end of the period, if retained in the Medical Center's employment, the nurse's seniority shall be computed from the last date of hire according to her hired FTE status.

Section 7.5. Each nurse shall have the right to review her personnel file at a mutually agreed upon scheduled time, provided the review is in the presence of a representative of the Human Resources Department.

ARTICLE 8: ORIENTATION

Section 8.1. All newly employed nurses shall participate in the orientation program on a full-time basis, based upon their prior experience and their unit of permanent assignment.

Section 8.2. *Orientation Philosophy.* The best orientation program for a newly- employed nurse is one which is individually designed and modified, as necessary, to meet the nurse's needs, both general and unit-specific. The orientation of each nurse should be an on-going flexible, progressive process which will, upon completion, produce a nurse fully capable of performing any function required of her.

Section 8.2.1. Nurse orientation is the joint responsibility of Nursing Education, the Nurse Manager, and the preceptor/mentor nurse, with necessary assistance to be provided by all members of the Nursing Department. The nurse-in-orientation functions on a limited basis with a nurse experienced on the unit.

Section 8.2.2. Nurses in orientation are being paid to learn, are not considered a part of the unit staffing pattern, and are not to be floated to another unit during their orientation. They are expected to approach the orientation process in a responsible and positive manner. They should participate in the design and/or modification of their orientation program and articulate their capabilities and needs in a responsible manner.

Section 8.2.3. After orientation, the Medical Center may establish an acclimation process where the nurse will receive a graduated series of responsibilities consistent with her knowledge, skills, and abilities. This is a discretionary program determined by the nursing leadership having direct knowledge of the orientee, preceptor, and educator. Said program may include, but is not limited to, a lesser assignment for one week for a registered nurse who is new to the Medical Center.

Section 8.3. *Orientation Program. General.* The purpose of this orientation is to facilitate a new nurse's acclimation to the work environment in an effective and efficient manner. All new nurses shall participate in a general nursing orientation which will include, but not be limited to, the Medical Center's mission, basic nursing policies and procedures, ACMC policies, CPR (Health Care Provider Course), non- violent crisis intervention review, Code Blue Review, glucose monitoring, the Nurse Practice Act, Nurse/Physician Liaison committee and standard operating procedures of the Nursing Department.

Section 8.3.1. *Unit Orientation.* The orientation period will be dependent upon the area requirements and individual competencies. The NLN Standardized Competency Tests may be utilized to assist in establishing individual competencies. It should be at least six (6) weeks for individuals new to nursing, provided the nurse has not completed a nursing orientation program at ACMC or left the institution within the last year. The orientation will be organized in such a manner that (at any point) an individual may move into the role of a staff nurse and as a contributing member of the assigned unit's nursing team.

Section 8.3.2. Prior to being assigned on the orientee's home unit, the Medical Center's Education Department will submit the appropriate security forms to allow orientee access to all electronic platforms and begin the training to familiarize orientee with these electronic platforms. This training will be continued on the orientee's unit with the assigned preceptor. Generalized orientation is completed and the assigned preceptor (as designated by the Nurse Manager) has provided introductions to unit personnel, familiarized orientee with the physical layout and unit equipment. Performance of admission and daily assessments with accompanying documentation is reviewed as well as medication administration and discharge planning and instruction. Assignments of patient care will be decided by the preceptor, orientee and Nurse Manager, together based on the orientee's level of progress and experience. The preceptor and orientee will set orientation goals.

Section 8.3.3. Once the Nurse Manager has assigned a preceptor, the orientee will normally work with that preceptor for the duration of his/her orientation, unless there are circumstances that warrant a change. When possible, prior to a change in preceptor assignment occurring, the Nurse Manager or the Education Department will meet with the preceptor to discuss the circumstances of the change. The preceptor and orientee will set orientation goals and utilize unit/area specific education Skills Checklist. The preceptor uses this checklist to guide application of clinical skills of the orientee. This includes, but is not limited to nursing policies, procedures, patient care needs (theory/skill) and the method of patient care delivery.

Section 8.3.4. The Medical Center will assign a lesser assignment for the preceptor/orientee during the first three (3) days of orientation.

Section 8.3.5. On Day 1:

On all specialty units, one preceptor will be assigned to all orientees, and will complete the day one orientation checklist. On the med/surg. units, if there is three (3) or more orientees, the preceptor/orientees will not have a patient assignment. If there are less than three (3) orientees, and census and staffing does not allow for each orientee to be with an individual preceptor, one preceptor will be assigned to the orientees and the assignment of no more than two (2) patients, in addition to completing the day one orientation checklist.

Section 8.3.6. On Day 2:

On med/surg. units, the orientee will be assigned to their regular preceptor on the next two (2) days and given a lesser assignment. A lesser assignment shall be no more than 4 patients assigned to the orientee/preceptor. The remaining patients on the unit after assignment is made to the orientee/preceptor shall be determined by census and staffing grids on these first three (3) days. (i.e. 27 patients, 3 assigned to the orientee/preceptor, staffing for the remaining 24 patients will be pursuant to the staffing grid).

Section 8.3.7. Patient care assignments are determined by the preceptor based on the patient population, nursing care requirements, the learning needs of the orientee and input of the Nurse Manager and Nursing Education as necessary. This may include off-shift orientation and may include a brief orientation to specialty areas. Patient care assignments increase in complexity as orientee performance indicates. The preceptor and orientee continue to strive to meet set goals. An orientee shall not be counted as a full nurse for determination of the unit's assignments, and should not be relied upon in lieu of calling in a down-staffed nurse.

Section 8.3.8. Patient care assignments continue to increase in complexity as orientee performance indicates. The orientee should be demonstrating an integration of new nursing skills and APMC policies and procedures while providing care. The preceptor continues to determine with the orientee patient care assignments along with the Nurse Manager and Nursing Education as necessary. Mutual orientation goals continue to be achieved.

Section 8.3.9. The preceptor, orientee, Nurse Manager and Nursing Education will collectively and collaboratively discuss the orientee's progress in order to meet the needs of the individual staff nurse based upon the goals set in orientation. The Nurse Manager will then determine when the orientee is capable of assuming full unit activities and being placed on the regular schedule for the unit. Where consensus is not reached, the Nurse Manager makes the determination. It is at this point that the orientation status is completed.

Section 8.3.10. The orientee will meet with Nursing Education to review the nurse's progress within two (2) weeks of assuming full unit activities. Orienteer will be asked to evaluate this process. This information along with the preceptor's input will be summarized annually by the Nursing Education Committee. This report will be shared at the Nursing Advisory and Staffing Committee.

Section 8.4. During the orientation period, the orientee will have weekly meetings with the preceptor. The Nurse Manager and Nursing Education will meet at least once a month with the orientee and preceptor. These meetings are to evaluate progress, establish goals and plan orientation activities including assigning the orientee to an experienced RN on that unit on the shift. This assignment will be reflected on the schedule when possible or communicated to the unit prior to the start of the shift. Additionally, prior to moving to another area, an orientee's progress will be evaluated and documented with a plan developed by both the Nurse Managers (or designees), the current unit preceptor, the nurse, and Nursing Education.

Section 8.5. Upon completion of the orientation period, newly-hired or newly transferred full-time nurses will not be pulled for four (4) weeks from their home-based unit unless for purposes of cross-orientation except where the needs of patient care and the unavailability of experienced nurses prevent it from doing so. Upon completion of the orientation period, newly-hired or newly transferred part-time nurses will not be pulled for six (6) weeks from their home-based unit unless for purposes of cross-orientation except where the needs of patient care and the unavailability of experienced nurses prevent it from doing so. If a nurse is pulled from her unit pursuant to the patient-care exemption above, APMC will extend her protection period by an equal amount of time so that her total protection period is not shortened.

Section 8.6.

(a) Nurses without prior experience on a specialty unit shall, prior to temporary assignment to a specialty unit (except in case of emergency) be oriented to the unit based upon existing unit orientation guidelines, as determined to be necessary by the Nursing Education Department, Nurse Manager and the nurse-in-orientation. Cross-orientation opportunities will be designated by the Medical Center based upon unit needs.

(b) Opportunities for cross orientation will be posted for a period of seven (7) calendar days. Nurses who wish to be considered for the opportunity to cross-orient shall submit an electronic bid to the Nurse Manager. The most senior eligible nurse who has the fewest number of designated cross-orientation areas shall be cross-oriented, provided that her work record and

schedule is consistent with the cross orientation needs of the unit. The Medical Center will make every reasonable effort to accommodate the RN's schedule in cross- orientation. In order to be considered for cross-orientation, a nurse must have completed her probationary period and original orientation period, and must have a minimum total of six (6) calendar months of employment as an RN at ACMC. The six (6) calendar month limitation shall not apply to a nurse who previously held a position as an LPN, Tech or in some other capacity in the unit for which cross-orientation positions are available. A nurse may be cross-oriented to a maximum of three (3) units other than her home-based unit. If no other RN seeks a cross-oriented bid, a nurse may exceed the three (3) unit maximum so long as she demonstrates competency on her own unit. It is the Medical Center's intention that nurses awarded cross- orientation opportunities through the bid process above will begin their cross-orientation within fifty- six (56) days of the award. Extenuating circumstances which might prevent the Medical Center from meeting the 56 day goal will be reviewed by the Nursing Advisory Committee as soon as possible prior to the 56th day.

Apart from the posting and bidding process, a nurse may also attain cross- orientation status by maintaining skills in accordance with this Section, in a unit where she:

1. has previously held a position, and provided she has held that position within the previous 3 months in which she has declared her cross-orientation status; and
2. has been oriented as part of her current position.

(c) Any nurse who successfully bids for cross-orientation must maintain her cross-orientation status for one (1) year, subject to the Medical Center's staffing needs and the nurse's ability to fulfill the duties and requirements of the position. However, the nurse shall have the option of opting out of the cross oriented department within the first thirty (30) calendar days of working in the department after a discussion with the Nurse Manager and the local unit co-chair(s). After the first year, the nurse must give six (6) weeks' notice before withdrawal from cross-orientation. The cross-orientation training will be on a full- time basis to the extent feasible. The cross-orientation program for a unit shall be developed in accordance with the preceptor/orientation process as outlined in this Article 8. A listing of nurses who bid on the cross-orientation opportunity shall be provided to the ONA local co- chairs within three (3) working days of the award.

In order to be considered cross-oriented, however, a nurse must satisfactorily meet the skills requirements for that unit, based upon the recommendations of Nursing Education and the Nurse Manager, which shall be consistently applied to all nurses who are being cross- oriented to that unit. In order to maintain her cross-orientation to a given unit, the nurse must meet the standards of that unit and must attend the competency fair and mandatory in-services for that unit. To maintain her skills, the nurse is also required to work or be scheduled at least three (3) shifts, or a total of twenty-four (24) hours, per quarter in the unit to which she is cross-oriented, except in those cases, such as, cardiac rehabilitation and emergency department or pain management and PACU/SDS where the core skills in the cross oriented unit are inherent in the skills required on the base unit. In such cases, the nurse may maintain competency by working or being scheduled or being on call sixteen (16) hours per quarter in the unit to which she is cross-oriented. As a further requirement, the cross- oriented nurse will be placed on that unit's call list.

If a nurse fails to maintain twenty four (24) hours of work or be scheduled in a cross oriented unit, the Medical Center shall notify said nurse during the two weeks following non-compliance. Said notice shall provide that the nurse shall have one additional quarter to work the

required number of hours. If at the end of the following quarter said hours are not worked or have not been scheduled, the nurse shall be removed from the list for said unit and thereafter shall not be considered cross trained to the said unit. This nurse shall be precluded from bidding on this cross trained unit position for six months from removal.

In order to assist cross-oriented nurses in meeting the hour's requirement for maintaining skills, the nurse may be scheduled in an area to which she is cross-oriented to fill scheduling holes up to her hired FTE. Additionally, a cross-oriented nurse will be given preference in scheduling additional hours in a cross-orientation unit over home-based unit nurses if the cross-orientation nurse has not met the twenty-four (24) hour per quarter requirement. A nurse may be required to forfeit her cross-orientation status unless she was scheduled to work or be on-call for twenty-four (24) hours during the quarter.

(d) If a nurse has been pre-scheduled to cross-orient to a unit, that nurse will not be pulled to another unit unless all other options have been explored, including but not limited to, running the call list.

(e) A nurse may be scheduled to work in a unit to which she is cross-oriented in order to avoid the scheduling of overtime in that unit. A nurse may pick up extra shifts or overtime on a unit on which she is cross-oriented.

(f) For purposes of down staffing pursuant to Article 13, Section 7, a nurse working on a unit to which she is cross-oriented shall, at that time, be considered part of that unit's staff.

A senior nurse on a down staffed unit may be assigned to a unit to which she is cross-oriented in order to avoid additional hours or overtime on that unit. The nurse may opt to be on-call rather than work additional non-overtime hours on a unit to which she is cross-oriented, but must work the hours if there are overtime hours on the cross-oriented unit.

(g) A nurse considered to be cross-oriented to a unit on the date of ratification shall be permitted to continue to designate the unit as one of her cross-orientation units provided she has worked in that unit or been on call in that unit in the previous year. If such nurse has not worked in the unit of cross-orientation in the previous year, she may continue to be considered cross-oriented so long as she works three (3) shifts or twenty-four (24) hours in the ninety (90) days following ratification of this agreement. Thereafter, the nurse must continue to maintain her skills in accordance with the requirements contained in this Section in order to be considered cross-oriented.

(h) The Nursing Advisory and Staffing Committee, with the involvement of the nursing leadership shall quarterly review the cross-orientation needs of the various units. Based upon the recommendation of this committee, the Medical Center shall determine whether there is a need to allocate cross-orientee among nursing units or to post new opportunities for cross-orientation.

Any changes regarding orientation to a different unit would be offered by seniority, provided the employee's work record and schedule are consistent with the cross-orientation needs of the unit. The Medical Center shall make every reasonable effort to accommodate the employee's schedule in cross-orientation.

(i) For purposes of cross-orientation, units 4 North, 2 South, and 2 North will be considered as separate medical-surgical units.

(j) A Clinic Facility RN is eligible to bid on a cross-orientation opportunity in the Medical Center.

(k) If a unit is consistently demonstrating high overtime usage or PRN utilization, then it may indicate the need for cross-trained nurses in order to have staff able to work at regular/straight time. Under such circumstances, cross training opportunities may provide a reasonable, cost effective and practical solution which will be explored by the Nursing Advisory and Staffing Committee/Labor Management Committee.

(l) A nurse who is cross-trained to a unit may take an assignment, but shall not be placed on a team with LPNs on any med-surg units.

Section 8.7. All nurses permanently assigned to an area in which patients are subject to cardiac monitoring or nurses who float into the Intensive Care Unit or nurses who provide care to patients who have moderate sedation shall, within their orientation period, attend and successfully complete the basic EKG course(s) offered by the Medical Center. This section shall not be construed as limiting the Medical Center's right to require other education.

Section 8.8. When a registered nurse accepts a new regular assignment on a new unit, the Medical Center will agree to orient the nurse based on her prior experience. The development of this orientation process will be the joint responsibility of the Nursing Education Department, Chief Nursing Officer, and the Nurse Manager. The nurse-in-orientation will not be considered a part of the staffing pattern on the unit during her orientation program except as provided in Article 8, Section 3.

Section 8.9. Preceptors shall attend the Preceptor Course and participate in two (2) quarterly updates annually for all nurses on all shifts. Effective December 1, 2022, the preceptor course and updates will be available in an online on-demand format that the nurse may access and complete remotely at any time. Nurses will be compensated for the training.

Section 8.10. Preceptors will be evaluated after precepting their first orientee and then annually on their ability to fulfill the established role (list of role responsibilities available in Nursing Education). The program will also be evaluated regularly on its ability to meet the needs of ACMC, the orientee and preceptor.

Section 8.10.1. Compensation for the Preceptor Program is available to staff nurses and Assistant Head Nurses who precept other nurses, or who are assigned to work with student nurses and complete the course and updates. The rate will be three dollars per hour (\$3.00/hour) while orienting RNs and LPNs, and nursing students during internships and practicum's (excludes UNA). A registered nurse must be a current and active participant in the Preceptor Program in order to receive compensation under this section.

Section 8.10.2. A nurse may voluntarily leave the Preceptor Program upon written notification to the Nurse Manager. A nurse can be removed from the Preceptor Program if she no longer meets the established criteria. A nurse can also be removed by evaluation of the Nurse Manager which may include input from the orientee, the Assistant Nurse Manager and Nursing Education.

ARTICLE 9: HOURS OF WORK

Section 9.1. The normal full-time schedule shall consist of eighty (80) hours of work performed in ten (10) eight (8) hour shifts during each pay period, which shall commence with the shift starting at 11:00 p.m. every other Saturday. For full-time employees, a schedule consisting of eighty (80) hours of work performed each pay period consisting of eight (8) ten-hour (10 hour) shifts, or a schedule of seventy two (72) hours of work performed in six (6) twelve-hour (12 hour) shifts during each pay period shall also be considered a normal full-time schedule. The Medical Center shall also maintain flexible work schedules including but not limited to eight, ten and twelve hour shifts for the nursing staff. Nothing contained in this Agreement shall be construed as a guarantee of any hours of work per day or per pay period for any nurse.

Section 9.2. Scheduling and assignment of work, including shifts, overtime, weekend rotation and holiday rotation will be the responsibility of the Medical Center. The Medical Center will rotate weekend, holiday and shift duty (which includes late shifts) fairly and equitably among all nurses within a unit and shift except where the needs of patient care, changes in facilities or methods, or the unavailability of qualified nursing personnel, prevent it from doing so.

Section 9.2.1. Self-scheduling by unit. Each unit may implement self-scheduling on the unit. Self-scheduling may be done by unit after a majority consensus of sixty-five percent (65%) of those nurses on the unit vote to approve self-scheduling. All nurses on each unit will be given ample opportunity to vote. Each unit will continue self-scheduling for the length of the agreement, unless a vote to discontinue said practice is held and a majority consensus of sixty-five percent (65%) is achieved. Self-scheduling issues shall be discussed and resolved through the Nurse Advisory Committee. In scheduling herself, a nurse will be limited to two (2) non-PTO Day Requests (DR) per week. The hospital reserves the right to deny a nurse's DR requests for any week in which the nurse fails to adhere to the DR limits described in this.

Section 9.3. Work schedules shall be posted for four (4) week periods at least fourteen (14) days in advance of the period covered by the schedule. Deviations from the posted schedule may be made by the Medical Center with the consent of the affected nurse(s). Subject to the other provisions of this agreement dealing with scheduling requirements, when creating the schedule, seniority shall be determinative when awarding specific days and day-off requests (DR) that have been submitted.

Section 9.4.

(a) Nurses shall be permitted to exchange days off, and weekend and holiday duty, provided that both nurses notify the Nurse Manager or designee, of the proposed change in writing at least twenty-four (24) hours in advance. Such exchanges shall be permitted provided that both nurses are qualified to perform all work involved and that such exchange will not result in the payment of overtime or other premium to either nurse involved. However, a nurse on overtime may exchange a scheduled shift of work with another nurse on pre-scheduled overtime. A nurse who is scheduled and finds her own replacement may take PTO or a contract excused absence.

(b) Upon request FTEs may be temporarily adjusted among two (2) RNs on the same unit and the same shift (or another unit for which she is cross-oriented) for a designated period of time. Each nurse's final adjusted FTE must be at least a 0.2 FTE per pay period. This "designated time" will be for a minimum of four (4) weeks, and a maximum of twelve (12) weeks. The total FTEs remain the same and benefit costs will not increase. FTE exchange may be renewed at the

end of twelve (12) weeks upon review by the Nurse Manager, and Human Resources, based upon the unit's staffing needs, and participants' compliance of agreement. The agreement becomes void when either party no longer wishes to continue with the agreements and with completion of the posted schedule.

(c) A nurse will not be scheduled more than three (3) twelve (12) hour shifts in a row, more than four (4) ten (10) hour shifts in a row, and not more than five (5) eight (8) hour shifts in a row without her consent.

Section 9.5. Full-time or part-time employees will not be required to be scheduled more than twenty-six (26) weekends per year, normally every other weekend, during each year of this Agreement. Should a nurse fail to work a scheduled weekend due to a call off or a no show, the Medical Center may reschedule the nurse to work a future weekend on which she would not otherwise have been scheduled to work, based upon its scheduling needs and provide the nurse notice.

Section 9.6. All nurses shall be allowed a thirty (30) minute meal period on each shift worked, without pay, during any scheduled shift that is eight (8) or more consecutive hours long. If a nurse does not receive a full uninterrupted thirty minute meal period, it is her responsibility to obtain the nursing supervisor's/nurse manager's approval in advance of the meal period if possible, but in any case at the end of the shift in question, complete the overtime approval form and submit it to the nurse manager by the end of the shift for the nurse to be paid for working through her thirty (30) minute meal period.

Section 9.7. All nurses shall be allowed one (1) fifteen (15) consecutive minute break period during each shift of six (6) hours of work without loss of pay. Nurses working a twelve (12) hour shift shall be allowed two (2) fifteen consecutive minute break periods during each shift of work without loss of pay.

Section 9.8. Time spent by a nurse in attendance at any meeting which is required by the Medical Center as a condition of employment shall be counted as hours worked for all purposes under this Agreement, including overtime compensation. Time spent in mandatory meetings shall not be counted as additional hours for the purpose of down staffing.

Section 9.9. The Medical Center shall maintain, in the nursing office, a list of qualified nurses who have stated in writing a willingness to work additional hours for areas open twenty-four (24) hours per day, seven (7) days per week. Said list will be updated quarterly or as needed. A copy of the list for each particular unit shall be maintained on the unit. Nurses will notify the Staffing Office of any corrections or changes. Should a nursing supervisor determine that additional shifts of work are required on any unit due to an emergency, the absence of a nurse, for vacation relief, or to fill a vacancy temporarily pending the permanent filling of the vacancy under the provisions of this Article or any remaining opening (hole) in the schedule after nurses are assigned their regular hired FTE, the Medical Center shall first evaluate available, in-house staffing taking into account the patient census and acuity throughout the Medical Center, and then seek additional shifts required from among the nurses on the call list in the following order:

(a) Down staffed nurses not working their regular (hired FTE) hours who hold a position on that unit or who are cross-oriented nurses who have lost the greatest number of hours (at least 3.5 hours of a shift) within the pay period will be called first (if two or more nurses have lost an equal number of hours within the pay period, they will be called in order of seniority). In

the event that a registered nurse is down staffed below her hired FTE less than 3.5 hours in a shift, the registered nurse will be responsible for tracking the hours down staffed daily and daily notifying the staffing office/supervisor. When the registered nurse has accumulated more than 3.5 hours of down staffing in a pay period, she will be considered in the rotation for the call list;

- (b) PRN, other non-supervisory, non-bargaining unit nurses for non- overtime hours;
- (c) Home-based, and cross-oriented, staff by seniority;
- (d) PRN, other non-supervisory, non-bargaining unit nurses for overtime hours;
- (e) Agency nurses/Travel Nurses.
- (f) Helping Hands as set forth in Section 12.8.2

Section 9.9.1. For units normally open five (5) days per week, the call list shall be run by order of seniority, starting with the most senior nurse.

Section 9.9.2. The Medical Center will not run a call list for additional staff and then pull the existing staff to cover another unit without the consent of the affected nurses.

Section 9.9.3. If on additional hours, a nurse may not be pulled to another unit without her approval unless there is a hole or overtime hours.

Section 9.9.4. The mutual goal of the parties in the procedure above is to fill scheduling holes with regular hours prior to overtime hours. The nursing supervisor may, at her discretion, direct the Nurse Manager on the unit in question to contact designated nurses on the list.

Section 9.10. In a workweek, nurses will not work shifts with a start time more than eight (8) hours apart without their consent.

Section 9.11. Flexible Scheduling Generally

(a) The Medical Center and the ONA agree that flexible shifts, variable start times, and variable shift durations, including but not limited to four, five, six, seven, nine, ten, and twelve hour shifts should be utilized, where practicable, to meet patient care needs and the nurses' personal schedules. In determining whether to implement any of the foregoing arrangements, the Medical Center will consider the operational requirements of the affected area, the scheduling needs of the affected staff, the administrative and payroll costs, and the possible need to establish corresponding shift arrangements to fill out the schedule. Once the Medical Center determines that such an arrangement is appropriate, it shall first post the position(s) on the affected unit. If the position remains vacant, it shall be posted in accordance with Article 13, Section 2.

(b) Overtime will be paid in accordance with Article 11, Section 6.

(c) Employees who are regularly scheduled to work shifts in excess of eight (8) hours per workday shall be paid their paid time off in increments equal to their scheduled shift.

(d) At any time that nurses affected by a flexible scheduling program established under this Article no longer agree to work the flexible schedule in numbers determined by the Medical Center to be sufficient to operate the flexible scheduling program, the Medical Center shall have the right to discontinue the flexible scheduling program and return all affected nurses to the normal work schedule.

(e) The Medical Center shall have the right to cancel any flexible hour's program established under this Article for operational reasons or costs. Prior to such a cancellation, the Medical Center will meet with ONA to discuss alternatives.

(f) Each nurse who commits to a flexible schedule shall be expected to remain on that schedule for a minimum of three (3) months.

(g) Flexible schedule positions on a nursing unit shall be filled by nurses permanently assigned to that unit. If positions are not filled on the unit, bids will be posted house-wide.

(h) The introduction of flexible scheduling on a nursing unit shall not result in any increase in budgeted hours, and the number of flexible staff positions on any unit shall be determined by the Medical Center.

Vacancies for a flexible schedule on a nursing unit will be posted on that unit and only nurses on that unit will be permitted to bid on such vacancies; however, if the position or positions are not filled on the unit, the position or positions will be posted house-wide.

Section 9.12. The seniority, pay and benefits of nurses who work such flexible arrangements shall be governed by the contract.

Section 9.13. A contract excused absence is an excused absence without PTO being used. A registered nurse who has found a qualified replacement at straight time rate of pay approved by nursing supervision may take a contract excused absence without it counting against her in the disciplinary process.

Section 9.13.1. Contract Excused absences may be taken with a maximum of nine (9) per year for full-time nurses. Part-time nurses' contract excused absences will be pro-rated based on FTEs.

0.9 FTE = 8 days

0.5 FTE = 4.5 days

0.8 FTE = 7 days

0.4 FTE = 4 days

0.7 FTE = 6 days

0.3 FTE = 3 days

0.6 FTE = 5 days

0.2 FTE = 2 days

Section 9.14. *Flexible FTE Positions.* Flexible FTE positions are positions which can be flexed up one (1) shift per week without the agreement of the nurse (scheduled shift or on-call shift). The following guidelines apply to flexible FTE positions:

(a) Additional hours should be offered to senior part-time nurses before assigning hours to nurses in flex positions.

(b) If no part-time or flex nurse is available to work additional hours, PRNs may be placed on the schedule. The goal is to cover the schedule without overtime hours.

(c) For down staffing purposes, flex hours (i.e. hours above hired FTE) are considered additional hours in each one (1) week period.

(d) If on additional hours, a nurse will not be required to work her additional hours where a junior nurse is floated, without her consent unless there is a hole or overtime hours.

(e) Regular full-time and part-time positions in existence on the following units as of the effective date of this agreement will not be converted to flexible FTE positions when vacated: 2 North, 2 South, 4 North, ER, ICU, PACU/SDS, Surgery, and OB. All current/future flexible FTE

positions will be evaluated as they become vacant, with the parties' mutual goal of meeting staffing flexibility needs with as few flex FTE positions as possible. ONA officers or representatives and appropriate management personnel will meet quarterly to discuss and make recommendations on flexible FTE positions.

(f) If an Operating Room/PACU/ENDO nurse is scheduled to work the late shift and there is need for her to report earlier in the day, she will be asked if she wishes to report at the earlier time. If she agrees, she must still cover the later hours required.

(g) Flexible start times including scheduled late shifts in the OR, Endo or PACU will be rotated among all nurses in such units with the exception of staff who are scheduled less than six hours a day.

Section 9.15. Effective October 1, 2019, the Medical Center and ONA agree to discuss the possibility of creating 4-10 positions in the Surgery Department at the Labor Management Committee.

ARTICLE 10: OVERTIME

Section 10.1. Overtime work is needed from time to time to ensure the continuity of quality patient care. However, since overtime is not the preferred method for ensuring coverage, the Medical Center will provide both a process for scheduling overtime and premium pay for overtime work as set forth in the following sections. The ONA and the Medical Center recognize the collaborative taskforce that has facilitated the elimination of mandatory overtime on those units which operate twenty-four (24) hours per day, seven (7) days per week. The mutual goal of the Medical Center and ONA is to eliminate mandatory overtime. Both parties will continue to work together to realize this goal.

Section 10.1.1. In lieu of having a hole, a cross-oriented nurse may be considered as part of the 50% home-based staff, if the hole is unable to be filled with a home-based nurse.

Section 10.2. *Advanced scheduling of additional hours/overtime.* To provide coverage for additional hours/overtime work without resorting to mandatory overtime, the Medical Center shall post a schedule of open shifts or hours before the regular schedule is posted. A nurse may volunteer to work such hours and shall be scheduled in the following order:

(a) *Additional non-overtime hours.* Nurses may request additional non-overtime hours above and beyond their FTE. If there is excess demand for such hours, the Medical Center shall first schedule home-based nurses by seniority and then those cross-oriented to the unit.

(b) *PRN hours.* The Medical Center may schedule non-overtime hours to PRN or other non-supervisory, non-bargaining unit nurses (e.g., Education Nurses that are cross-oriented).

(c) *Travel.* The Medical Center may call travel nurses.

(d) *Voluntary Scheduled Overtime.* Regular full-time and part-time nurses may then sign up in advance for any remaining overtime hours. Such hours shall be evenly distributed starting with those with the greatest bargaining unit seniority. If there are additional hours after all volunteers have received hours, preference shall be granted based upon seniority. Such overtime hours may be subject to potential down staffing in accordance with guidelines set forth in Article 13, Section 7. However, for units not typically twenty four hours per day, seven (7) days per week, if the nurse actually works such overtime or is down staffed to on-call, it shall count towards her mandatory overtime rotation. In other words, to encourage nurses to voluntarily sign up for

overtime in advance, the Medical Center shall give credit for such overtime toward any mandatory overtime obligation. For such scheduled overtime, nurses shall be paid according to Section 9 of this Article.

- (e) *Agency.* The Medical Center may call agency nurses.

Section 10.3. *Call-list.* If coverage cannot be secured through Sections 10.1 or 10.2, or unanticipated overtime is required, the Medical Center shall run a call list.

Section 10.4. The call list will be run by an electronic staff notification system (e.g., Everbridge) which will notify staff of open shifts. Once this call list has been run the employee has one (1) hour to call back from the time she was notified. The open shifts will then be granted in accordance with paragraphs (a) – (f) below. In the interest of continuity of care, in the process of running the call list, if a nurse is willing to cover a larger portion of the hole, that nurse will be entitled to cover the larger portion. If a portion of the hole still remains after the call list has been run, and a nurse who could not be reached at the time that the call list was originally run, calls back and covers a larger portion of the hole, the nurse will be entitled to that shift so long as the nurse calls back at least four (4) hours before the start time of the nurse who is currently covering the hole. This includes the agency nurse called from the call list who will cover the entire hole or greater portion of the hole.

- (a) Down staffed nurses not working their regular (hired FTE) hours who hold a position on that unit or who are cross-oriented nurses who have lost the greatest number of hours (at least 3.5 hours of a shift) within the pay period will be called first (if two or more nurses have lost an equal number of hours within the pay period, they will be called in order of seniority). In the event that a registered nurse is down staffed below her hired FTE less than 3.5 hours in a shift, the registered nurse will be responsible for tracking the hours down staffed daily and daily notifying the staffing office/supervisor. When the registered nurse has accumulated more than 3.5 hours of down staffing in a pay period, she will be considered in the rotation for the call list;

- (b) PRN, other non-supervisory, non-bargaining unit nurses for non- overtime hours;
- (c) Home-based, and cross-oriented, staff by seniority;
- (d) PRN, other non-supervisory, non-bargaining unit nurses for overtime hours;
- (e) Agency nurses/Travel Nurses; and,
- (f) Helping Hands as set forth in Section 12.8.2.

Section 10.4.1. The call list will be run via telephone if the Hospital needs coverage immediately. The Hospital will run the call list for nursing staff in accordance with Section 10.4 above. This is a person to person manual call list. Staff will need to respond immediately if they are interested in working (staff will not have one (1) hour to call back prior to the start of the shift for manually run call lists). Immediate need means if the Hospital is in need of staff any time prior to two (2) hours from the start of the shift.

Section 10.5. There will be an indefinite freeze on all mandation of overtime for those units which operate twenty-four (24) hours per day, seven (7) days per week. Further, there shall be no scheduled mandatory overtime because of elective procedures in the units with hours of operation that are not typically twenty-four hours per day, seven days per week.

Section 10.5.1. To allow for adequate staffing, the following incentives will be provided:

- (a) If a nurse signs up for holes, then she will be paid like the call list as follows:
 - 1) 1.75 times the regular rate of pay if the hours would be overtime.
Overtime is defined as more than 8/80 or 10/40 or 12/40 worked hours.
 - 2) 1.5 times the regular rate of pay if the hours are regular hours.
- (b) If a full-time (1.0 FTE) employee is scheduled to work and works or has approved pre-scheduled PTO or is down staffed (voluntarily or involuntarily), and picks up more than eight (8) hours per pay period, she will be paid 1.50 times the regular rate of pay for any additional shifts worked above the eight (8) hours.
- (c) If a twelve (12) hour shift employee (36 hours per week, 0.9 FTE) is scheduled to work and works or has approved pre-scheduled PTO, or is down staffed (voluntarily or involuntarily), and picks up more than twelve (12) additional hours a pay period, she will be paid 1.50 times her regular rate of pay for additional shifts worked above the twelve (12) hours.
- (d) If a part-time nurse is scheduled to work and works her hired FTE, after being flexed up, if in a flex position, or has approved pre-scheduled PTO, or is down staffed (voluntarily or involuntarily), and picks up more than twenty-four (24) hours per pay period, she will be paid 1.75 times her regular rate of pay for any additional shifts worked above the twenty-four (24) hours.
- (e) Hours worked from running the call list will count toward these hours. If placed on call, these hours will not count.
- (f) If a nurse calls off for either a scheduled or signed-up shift, the hours not worked will be deducted from the total hours accumulated towards 1.75 times her regular rate of pay.
Calling off, whether scheduled, sign-up, or call list, will still count as an occurrence.
- (g) Once sign-up sheets are removed from the posting areas, additional sign-ups may occur only by calling the Staffing Office. Offers to fill holes and bump out staff that has already been scheduled, including travel/agency staff, will not be accepted.
- (h) If a nurse has been granted a shift, the nurse cannot go to the Staffing Office and remove her name from the list.
- (i) If a nurse cannot work a shift for which she is signed up, then it is the responsibility of the nurse to find her own coverage and get it approved by the Nurse Manager, or it will count as an occurrence. The Nurse Manager will get the schedule change to the Staffing Office for the master schedule.
- (j) If the nurse is truly unable to find coverage, she needs to notify the Staffing Office/Nurse Supervisor at least eight (8) hours in advance. It will count as an occurrence.

Section 10.6. Mandatory overtime shall be rotated by inverse order of seniority among the home-based nurses or those who have displaced a home-based nurse, by dates of last mandation. If the need for mandation arises in any portion of the next shift, a rotation including all the nurses on the previous shift on that unit will be considered. Newly employed nurses shall be exempt from required overtime for four weeks if they are full-time and six weeks if they are part-time.

Section 10.7. *Regular Overtime Pay.* Except as otherwise provided, nurses shall be paid one and one-half times their regular straight-time rate of pay for all hours worked in excess of eighty (80) hours in a pay period, or eight (8) hours in any twenty- four (24) hour period beginning at the scheduled starting time of the nurse's shift. Nurses who work nine, ten or twelve hour shifts shall be eligible for overtime pay for all hours worked in excess of their nine, ten or twelve hour shift, respectively, in any work day or forty hours in a workweek. Overtime payments shall not be duplicated for the same hours worked.

Section 10.7.1. *Mandatory Overtime Premium of 1.75.*

For those areas whose hours of operation not typically twenty-four (24) hours per day, seven days per week, a premium overtime rate of double time will be paid to a nurse if she is mandated to work more than thirty minutes beyond the end of her shift or if she comes into work from a call list (not on-call) to actually work at least one hour.

Section 10.8. *No Duplication of Overtime.*

Overtime compensation shall not be duplicated or pyramided based upon the same hours worked. For purposes of computing overtime, credit shall only be given for actual hours worked and mandatory (as determined by management/the Medical Center) trainings/meetings for nurses to attend.

ARTICLE 11: SENIORITY

Section 11.1. Bargaining unit seniority is the right of a nurse to continue in the employment of the Medical Center and to exercise job rights under the terms and conditions of this Agreement. Bargaining unit seniority is defined as the length of time that a bargaining unit nurse has been continuously employed as a registered nurse from her most recent date of employment, provided that she has successfully completed her probationary period. Employment seniority is defined as the total length of a nurse's continuous employment by the Medical Center in any capacity since her most recent date of employment. Employment seniority shall be used only to determine the amount of a nurse's entitlement to those benefits which vary based upon length of continuous employment.

Section 11.2. Seniority shall be broken when a nurse:

- (a) Quits, resigns or retires;
- (b) Is terminated for cause;
- (c) Exceeds an approved leave of absence, unless proper excuse is shown;
- (d) Is absent for two (2) consecutive working days without notifying the Medical Center, unless proper excuse is shown;
- (e) Fails to report after recall from lay-off within three (3) working days after notification unless proper excuse is shown;
- (f) Is laid off for twelve (12) consecutive months;
- (g) Is on sick leave for twenty-four (24) consecutive months, except in the case of workers' compensation leave. Nurses on a workers' compensation leave shall continue to accrue seniority at their hired FTE for up to twenty-four (24) months, after which time their seniority shall

be frozen indefinitely. When reinstated they shall be credited with any previously accrued seniority; or

- (h) Accepts a position outside the bargaining unit.

Section 11.3. Within thirty (30) days after ratification of this Agreement, and every month thereafter, the Medical Center shall prepare a seniority list showing each nurse's bargaining unit seniority (and employment seniority, if different) as of the pay period ending nearest the first day of each calendar month. The seniority list shall be posted monthly and be provided to the bargaining unit by posting the seniority list on each unit on the designated ONA bulletin board. A nurse who believes that her bargaining unit or employment seniority shown on the list is incorrect must make objection in writing to the Vice President of Human Resources within two (2) 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 two (2) weeks upon her return to active employment. Otherwise, she shall be bound permanently by the information on the list and shall not thereafter be permitted to challenge her seniority as shown thereon.

Section 11.4. All nurses will remain at their respective order of bargaining unit seniority according to the bargaining unit seniority list as of November 1, 2007. New hires hired after November 1, 2007, shall be placed on the bargaining unit seniority list based on the new hires date of hire. A nurse will continue to receive her annual wage increase pursuant to Article 19. A nurse will move one step on the registered nurses step on the wage scale as provided in Appendix C, on the nurse's anniversary date of hire each year of this Agreement beginning November 1, 2007. Employment seniority shall continue as provided in this Agreement pursuant to Article 11, Section 11.1.

Section 11.4.1. In cases in which there are two or more nurses with equal bargaining unit seniority and/or employment seniority, ties shall be broken by comparing dates of hire. If two or more nurses have the same date of hire, the last four digits of the nurse's social security number will be used to break the tie with the highest number being the most senior.

Section 11.5.

(a) When the Medical Center determines that a reduction in the nursing force is required in a given unit, classification and shift, the Medical Center shall first post an opportunity for nurses to volunteer to take a reduction in hours in order to avoid a mandatory reduction in nursing force. If there exists a need to further reduce the nursing staff, the Medical Center and the ONA shall meet prior to any reduction in order to discuss alternatives to a mandatory reduction. Should a reduction be necessary, probationary nurses in such unit and classification will be laid off first. If thereafter a further reduction is required, regular nurses within the affected unit, classification and shift shall be removed in the inverse order of bargaining unit seniority, and provided the right to bump into the same step level as the former classification, provided that the remaining nurses have the skill, ability and qualifications to perform the work required satisfactorily and efficiently, and provided further that the nurses who remain shall be required to work as scheduled by the Medical Center, so that the Medical Center's staffing patterns and needs, as determined by the Medical Center, shall be fully met.

(b) A non-probationary nurse who is reduced or displaced from her position, or whose job is eliminated, shall have the following options:

1. Take a vacant position that has been approved to be filled, but remains unfilled through the normal job bidding process; or

2. Displace the least senior nurse in a position on her own or any other shift, in any unit within her applicable skill grouping; or
3. Displace the least senior nurse on her own, or any other shift, in any unit, outside her applicable skill group with the same FTE status and shift, provided she can satisfactorily perform the work after six (6) consecutive weeks of orientation. Nurses who hold .9 or 1.0 FTE positions shall be considered to have the same FTE status for purposes of this section. For purposes of this section, a nurse can satisfactorily perform the work if she can perform normal RN assignments with a full patient load and with no more supervision than required of other employees.
4. If no comparable vacancies exist, a nurse may choose layoff in lieu of displacing a less senior employee. For the purposes of this section, a comparable position is one in the same skill group (excluding hospice and pediatrics) with the same FTE status and shift.
5. A nurse may only bump another nurse if she has greater bargaining unit seniority. A nurse must first look to bump into the same or a lower FTE unless there is no less senior nurse in a position for which the displaced nurse is eligible to bump, in which case, the nurse may bump a less senior nurse with the next closest FTE. She will not be permitted to split an FTE.

(c) An Assistant Head Nurse who is removed from her position under the provisions of this Section shall have the right to bump a junior staff nurse, subject to the provisions set forth above, or may bump a less senior staff nurse on her same unit.

(d) The procedures in (a) and (b) of this Section shall be initiated not less than seven (7) calendar days prior to the layoff advising the nurses affected in the units selected for reduction that they are to be reduced and the positions of low seniority nurses available to them under the options above. Within five (5) work days each nurse notified will return a preferential listing of the positions the nurse wishes. A nurse who does not designate a preference with respect to displacement shall be presumed to wish layoff. Nurses reduced from their units will be given notice of their new positions within three (3) work days of the time the preference listings are submitted and nurses who are to be laid off will then be notified of their layoff.

(e) In the event a nurse is unable to satisfactorily perform a job into which she has bumped within the allotted six (6) consecutive weeks of orientation, such nurse shall be laid off and shall have no further bumping rights. The Medical Center may refuse to allow a nurse to bump where her record reveals that she does not have the expertise to perform the work within the allotted six (6) consecutive weeks of orientation, as required by this section.

(f) Shift for purposes of this section shall mean “days”, “evenings” or “nights” and shall not mean specific starting or ending times.

Section 11.6. For purposes of this Article, the skill groups shall be:

1. Critical Care - ICU, PACU/SDS, Emergency, Cardiac Cath Lab
2. Medical Surgical - 2N/2S/4N, SNU, PAT, Pediatrics, CDU
3. Ashtabula Clinic

4. OR, Pain Management
5. Radiology, Outpatient Services, Cardio Pulmonary Rehabilitation
6. Endoscopy
7. Infusion Services, Oncology
8. BMU
9. Wound Healing Center

Section 11.7. The Medical Center shall not institute a reduction of scheduled hours as a means of reducing the nursing force.

Section 11.8. Recall from lay-offs affected under the provisions of Section 11.6 above shall be in inverse order of lay-off; 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 11.6. A nurse in layoff status has the first option to return to her former position when it becomes available for a period of one (1) year. This one (1) year period commences the day after the nurse's last day of work with the Medical Center. A laid off nurse also has the right to bid on any posted position. A laid off nurse who is offered and declines a position for which she is qualified and which is the same shift and status (FTE) as her former position shall forfeit her recall preference. A nurse who is unable to accept recall because of an FMLA qualifying event, shall not forfeit her recall rights. Her recall rights shall be extended as set forth in Section 11.9 below. For the purposes of this section, "qualified" means that the laid off nurse is able to satisfactorily perform the functions of the position after the normal orientation period for that unit.

Section 11.9. Nurses being recalled to work after layoff pursuant to Section 11.8 above shall be notified by the Medical Center by certified mail sent to each nurse's last known address as shown on the Medical Center's personnel records of the date and, provided she is not subject to an FMLA qualifying event, she shall have three (3) calendar days, excluding Sundays and holidays as defined in this Agreement, from receipt of the notice within which to report to work. If a nurse receives such notice while she is subject to an FMLA qualifying event, she shall have three (3) calendar days, excluding Sundays and holidays as defined in this Agreement, following the last day of her FMLA qualifying event, to report to work. If a nurse being recalled has obtained employment elsewhere, the date by which she must report to work at the Medical Center will be extended so she may satisfy the other employer's resignation notice requirements. It shall be the responsibility of each nurse to keep the Medical Center's Human Resources Department informed of her current address and telephone number.

Section 11.10. If a displaced nurse takes a position under the options set forth in Section 5(b) above, it shall not be counted toward the maximum number of positions she may be awarded for that 12-month period under Article 12, Section 2.2.

Section 11.11. An RN on layoff will be offered a medical/surgical nursing refresher course at the Medical Center's expense, provided she commits to a vacant medical surgical position either during the layoff or at the point of recall.

ARTICLE 12: STAFFING

Section 12.1. For purposes of this Article, a vacancy shall be defined as a permanent opening in any bargaining unit classification on any unit or any shift, which the Medical Center desires to fill

and has declared a vacancy or where the Medical Center has decided to increase the number of RN positions.

Section 12.2. When a vacancy occurs, the Medical Center shall post a notice stating the classification, unit (including cross-orientation requirement, if any) the date on which the posting is posted online, and shift on which the vacancy exists, the qualifications required and the time that bidding will be closed. Such notice shall remain posted for internal bidding only for 10 calendar days. Under certain circumstances ACMC can request a waiver of the posting requirement to local union representatives, of which consent will not be unreasonably withheld. All applicants and the ONA Chairperson(s) will be notified of the award within three (3) working days of the award. When a shift is posted as a variable shift, the potential hours of the shift shall be identified within a sixteen (16) hour window (i.e. the shift may involve hours of work between 7:00 a.m. and 11:00 p.m.). If a vacancy is posted with a sixteen (16) hour window, the expected typical shift for the position will be included.

Section 12.2.1. Nurses who wish to be considered for the vacancy shall so indicate by using the online process by the end of the posting period.

Section 12.2.2. Nurses may accept one (1) award to different units or job classifications within a rolling 12-month period; provided however, that this right is not available to a nurse during his or her first 12 months of bargaining unit employment. Notwithstanding the above, any nurse may accept up to three awarded bids in any rolling 12-month period to a different shift or FTE status within their home-base unit. Limitations on the number of awarded positions a nurse may accept apply once the nurse has accepted the award, even if she later rescinds her acceptance.

Section 12.2.3. If no other qualified bargaining unit nurse bids on a position, it may be awarded to a nurse who has already reached her maximum bid acceptance limit.

Section 12.2.4. If a nurse going on vacation or leave of absence is aware that a vacancy which will occur during her absence, she may submit a written bid for the vacancy to the Human Resources Department prior to her departure. Should the anticipated vacancy occur during her absence, she will be considered for the vacancy along with all other bidders under the criteria set forth below, provided that she is available to fill the vacancy within the 28-calendar day transfer waiting period below. A nurse may visit a unit to increase her awareness of unit functions at a prearranged time. This visitation is on the nurse's own time and will be for observation only and not patient care.

Section 12.3. All bids filed in accordance with Section 12.2 above shall be considered, and the vacancy shall be awarded within fourteen (14) calendar days after the end of the posting period on the basis of skill, ability, experience and seniority. If the skill, ability and experience of two or more bidders are substantially equal, seniority shall control. If no bids are received, or if none of the bidders are qualified, the Medical Center may fill the vacancy by hiring or other means.

Section 12.4. Nurses awarded vacancies under the foregoing procedure shall be transferred to their new positions as soon as the replacement chain is completed, but in no event more than 28 calendar days, after the award is made or the end of the posted schedule, whichever is late and unless otherwise mutually agreed to. When the twenty-eighth (28th) day is in the middle of a work week, the transfer time may be extended to the end of the workweek (Saturday). If the replacement chain has not been completed within the 28 days or the end of the posted schedule, as the case may be, the Medical Center may fill the open position through temporary transfer.

Section 12.4.1. When transferred, the nurse will be allowed a reasonable trial period of two weeks from the first day in the new position within which to demonstrate her qualifications for the position and determine her desire to continue in this position. In the event the nurse does not qualify for the position or does not desire to remain in the position, she shall be returned to her former position, and other nurses who had followed in the bidding progression shall return to their former positions.

Section 12.4.2. When a unit is closed, the procedure set forth in Article 12 shall be followed. When a new unit is established, available positions will be posted and the normal bidding process will be followed. When a new procedure/service is added and it requires additional staff, the positions will be posted and the normal bidding process will be followed.

Section 12.4.3. The following will be the procedure for filling positions when a unit is reconfigured and/or blended:

In lieu of the normal job posting process, staff on the affected units shall bid and be awarded available positions based on seniority. Nurses will be required to maintain their FTE and shift unless no such position is available based on their relative seniority compared to other nurses who are also impacted by the reconfigured and/or blended unit. For purposes of this section, .9 and 1.0 FTE positions shall be considered the same. If there are no positions within the nurse's current FTE at the time a unit is reconfigured or blended unit, the nurse will also be given the option to bump to another unit pursuant to the provisions of Article 11.5. If a nurse is unable to obtain a position during this process, the nurse will have bumping and layoff rights under the provisions of Article 11.5.

Section 12.4.4. Positions will be awarded based on skill, ability, and experience. If two (2) or more nurses are substantially equal in these areas, seniority shall be the determining factor.

Section 12.5. The Medical Center may temporarily transfer a home based or dual position nurse for one four (4) week and one two (2) week rotation in a twelve (12) month period per hired FTE from one area/unit and/or shift to another. This may be achieved one (1) week at a time if there is an agreement among the nurses to rotate. A temporary transfer may be used in cases of emergency, or to fill the position of a nurse who is absent or on sick or other approved leave of absence, or to provide vacation relief scheduling, or to fill a vacancy temporarily pending permanent filling of such vacancy in accordance with this Article, provided that the Medical Center is making a good faith effort to fill the vacancy. A nurse who is temporarily transferred pursuant to this provision shall be rotated to the bottom of the list of eligible nurses. When a temporary transfer is required, the Medical Center shall first seek a volunteer on the area/unit and shift from which the temporary transfer is to be made. If there is no volunteer, the Medical Center shall temporarily transfer the junior nurse from the best staffed shift possessing the qualifications required for the area/unit to which the transfer is to be made. If everyone on that best staffed shift has completed the four (4) week limit and there are no volunteers an additional two (2) week rotation may be required and, it will rotate back by date. Nurses who are temporarily transferred shall be notified of the transfer in writing. Any nurse who is temporarily transferred shall be unit oriented based on her prior experience and skill level. Nurses temporarily transferred during the twelve-month period shall receive a twenty-five percent differential for all scheduled hours on the shift in which she is transferred, not to include other differentials outlined in this agreement.

Section 12.6. Should a nurse be promoted to a position outside of the bargaining unit after the effective date of this Agreement, she shall continue to accrue seniority under this Agreement for a

period of thirty (30) calendar days, during which time she may return to a classification covered by this Agreement, with all accrued seniority. Thereafter, her seniority shall be lost, and should she thereafter seek employment in a bargaining unit position, she shall be considered for all purposes under this Agreement as an applicant for employment. Nothing contained in this Article or this Agreement shall prevent the Medical Center from terminating any nurse employed in any category not covered by this Agreement during said thirty (30) day period and such termination shall not be subject to the grievance and arbitration provisions contained in this Agreement. In that case, any seniority which such nurse may have had under this Agreement shall be lost and she shall have no right to return to any classification covered by this Agreement.

Section 12.7. *Down staffing.* Should the Medical Center decide to reduce temporarily the nursing force within a particular unit and/or shift due to patient census fluctuation, activity level and acuity, it shall first seek voluntary time off from among the affected staff nurses who have made a request. Where possible, a nurse may be used as a down staffed resource nurse prior to being down staffed. Requests for down staffing on call will be awarded based on seniority with the least disruption of patient care assignments except where it would result in the inexperienced RNs running the unit.

Request for down staffing on call may be made up to 12:00 noon of the previous day for nurses in OR, PACU and Endo, by 3:00 p.m. of the previous day for all other day shift nurses and 12:00 noon of the same day for night shift nurses for the next twenty-four (24) hours. If a request for down staffing is granted to a nurse, but there is a need to cover that nurse's patient assignment, and there is another nurse on call, the staffing office will provide as much notice as possible to the nurse on call that she will be required to come in because another nurse is leaving.

Section 12.7.1. The parties mutually agree that a reduction in staff through forced down staffing can be disruptive when a unit's need is just one patient away from retaining the nurse on the unit.

As a result, the Medical Center agrees under these circumstances, to utilize a down staffed resource nurse. A nurse performing duties as a down staffed resource nurse shall be utilized to staff a unit in need if census increases, regardless of seniority.

Section 12.7.2. The Medical Center shall begin with the least senior scheduled registered nurse and move through the entire seniority list of nurses including LPN's. The unit must retain fifty percent (50%) home based experienced and qualified registered nurses. A nurse who is down staffed shall go to the end of the list until all nurses have been down staffed that are scheduled on that shift (i.e. by date). The annual maximum down staffing hours chart shall not apply to nurses in the OB.

Section 12.7.4. The Medical Center shall down staff nurses in the following order:

- (a) PRNs on overtime;
- (b) RN's and LPN's receiving overtime in inverse order of seniority; (for purposes of the provision of Article 12, Section 12.7.4 & 12.7.5 only, a LPN's seniority will be considered);
- (c) Voluntary requests by bargaining unit seniority. However, if a nurse on a particular day is required or volunteers to work more than her normal hours and such extra work counts toward her "mandation" rotation, she will have the first option to be down-staffed that day or the next day regardless of her seniority so that she has an opportunity for rest and recuperation;
- (d) PRNs shall next be reduced unless voluntary requests for down staffing are being honored;

- (e) Travel Nurses;
- (f) Agency Nurses;
- (g) Nurses who are working or are scheduled to work additional (non- overtime) hours in excess of their hired FTE which were scheduled during the scheduling process for straight time hours, shall be reduced in inverse order of seniority. Hours paid while attending ACMC committee meetings will not be considered as regular hours for purposes of determining additional hours for down staffing purposes;
- (h) Nurses shall be reduced from their regular (hired FTE) hours in inverse order of seniority on a rotation basis, LPNs included, provided the skill mix is maintained and they have not reached the maximum down staffed hours, as hereinafter defined. For units open twenty four seven, in order to count as a shift of rotation, the nurse must be down staffed at least three and half (3.5) hours of the shift. For units not open twenty four seven, in order to count as a shift of rotation, the nurse must be down staffed at least one (1) hour of the shift. A shift as referenced in this section shall refer to a shift of work of not less than four (4) hours.

Section 12.7.5. Down staffing shall be administered with the following criteria:

- (a) If both an RN and LPN requests an on call, the on-call will be awarded based on seniority (for purposes of the provision of Article 12, Section 12.7.4 and 12.7.5 only, a LPN's seniority will be considered)
- (b) An LPN on additional hours will not work if doing so would result in the registered nurse being down staffed below her regular hired FTE.
- (c) If the registered nurse has met her maximum down staffed hours and is on regular hired FTE hours, and the LPN has not met her down staffed hours, the registered nurse will work.

Section 12.7.6. In the rotation process when an LPN or registered nurse has been down staffed the next junior registered nurse or licensed practical nurse shall be down staffed when the Medical Center determines the need exists. The rotation by seniority shall continue in the unit again honoring the chart below excluding those registered nurses and LPN's who have met their down staffed hours until all RNs and LPNs have met their maximum down staffed hours. When all RN's and LPN's have met their maximum down staffed hours, then there shall be in a full house wide rotation among those RNs with less than 30 years of seniority. This does not preclude a registered nurse who has met his/her down staffed hours from volunteering to take a turn in the rotation. Doing so will require the registered nurse who would otherwise be next in the rotation to take down staffed hours the next turn.

Section 12.7.7. A nurse shall retain her right to bump into a cross oriented unit should the nurse be down staffed and it's not her turn to be down staffed in the down staff rotation. The process for down staffing shall be maintained pursuant to this Article. A nurse called in mid shift will go to the unit of need, if she is cross oriented to that unit.

Section 12.7.8. Reasonable attempts will be made to notify the nurse being down- staffed at least one hour before the start of her shift.

Section 12.7.9. The down staffed hours a nurse has accrued as of November 1, 2010, shall be applied toward the nurse's maximum down staffed hours in the following chart until the nurse's next anniversary date at which time the nurse's down staffed hours will begin at zero. Once a nurse has met her maximum down staffed hours, the nurse shall be exempt from further down staffing

along with other members who are working at that time who have met their down staffed hours. This pool of members shall participate in a house wide rotation once all members of the bargaining unit working the shift of down staffing need have met their down staffed hours, provided the nursing staff working have the skill, ability, and qualifications to perform the work required. If it is a nurses turn to be down staffed and she meets her maximum annual down staffed hours during that shift, she will be considered down staffed for the remainder of that shift in four hour increments. For purposes of this provision, for the units open twenty-four seven and endoscopy, a down staffed day shall mean a nurse has been down staffed at least three and one half hours of work (3.5), due to down staffing. For all others, a down staffed day shall mean a nurse has been down staffed at least one hour of work. If it is a nurse's turn to be down staffed, that nurse shall not bump another nurse on regular hours of work. A Shift or day as referenced in this section shall refer to a shift of work of not less than eight (8) hours.

Years of Service	Annual Maximum Down staffed Hours (FT)	Annual Maximum Down staffed Hours (PT)(FTE)							
		<u>.9</u>	<u>.8</u>	<u>.7</u>	<u>.6</u>	<u>.5</u>	<u>.4</u>	<u>.3</u>	<u>.2</u>
0-3	120	108	96	84	72	60	48	36	24
4-7	100	90	80	70	60	50	40	30	20
8-11	80	72	64	56	48	40	32	24	16
12-14	40	36	32	28	24	20	16	12	8
15+	0	0	0	0	0	0	0	0	0

Cross Trained Nurses

Years of Service	Annual Maximum Down staffed Hours (FT)	Annual Maximum Down staffed Hours (PT)(FTE)							
		<u>.9</u>	<u>.8</u>	<u>.7</u>	<u>.6</u>	<u>.5</u>	<u>.4</u>	<u>.3</u>	<u>.2</u>
0-3	80	72	64	56	48	40	32	24	16
4-7	60	54	48	42	36	30	24	18	12
8-11	40	36	32	28	24	20	16	12	8
12-14	0								
15+	0								

Section 12.7.10. Notwithstanding the above, a RN with less than 30 years of seniority may be down staffed beyond her maximum if there is no work available on the unit or the unit to which she is cross-oriented.

Section 12.7.11. Lost regular (hired FTE) hours of work due to down staffing, voluntary or involuntary, shall be applied toward the annual maximum down staffed hours. Down staffed overtime or additional hours are not applied toward this maximum.

Section 12.7.12. Subject to scheduling needs as determined by the Medical Center, nurses may opt to be down staffed seasonally (e.g., summer leave) and shall accrue seniority (not PTO) for such period. Further, the Medical Center may post seasonal positions pursuant to the posting requirements of this Article. The registered nurse shall maintain full time benefits throughout the year.

Section 12.7.13. Through attrition when an LPN voluntarily or involuntarily terminates employment with the Medical Center, the Medical Center shall consider the staffing grids and average daily census on the affected unit to consider the replacement of the LPN with a registered nurse, a LPN, or to maintain the vacancy.

Section 12.7.14. Preceptors with an orientee (orientee shall include both licensed LPNs and licensed RNs) cannot be down staffed for the first four (4) weeks or fifty percent (50%) of unit orientation or she is in the first two (2) weeks of the unit of permanent assignment. This provision shall apply as well to the precepting of students, in the practicum, as well as new hires. A nurse shall be exempt from down staffing from her/his hired FTE for four (4) weeks (if full time) or six (6) weeks (if part-time) after the completion of her orientation. A newly hired nurse without acute care experience will not be moved to another unit during her protected period unless for purposes of cross-orientation.

Section 12.7.15. Nurses on a down staffed unit will be permitted to work a portion of a shift in order to prevent a nurse from being down staffed an entire shift if they so agree. The maximum hours worked by nurses sharing a shift shall be eight and one-half (8 1/2), ten and one-half (10 1/2), or twelve and one-half (12 1/2), depending on the shift the nurses are sharing.

Section 12.7.16. Nurses who are in a “job-sharing” arrangement pursuant to Article 9.4 be considered to hold the FTE stated in their job-sharing agreement.

Section 12.7.17. Home-based registered nurses are those nurses regularly scheduled on a particular unit who maintain a unit’s specific competencies including but not limited to certifications, orientation, and ability to consent to taking a full patient assignment. Home-based registered nurses are considered qualified to care for any patients on that particular unit. PRN and cross-oriented registered nurses who maintain a unit’s specific competencies will be considered part of the 50% home-based registered nurse staff.

Section 12.7.18. A nurse who is down staffed from her regular hours may bump the most junior nurse in an area to which she is cross-oriented, who is working or scheduled to work overtime or additional hours in that pay period, regardless of their relative seniority. A junior nurse may be pulled to another Med/Surg unit while a senior nurse works additional hours on home unit.

Section 12.7.19. A cross oriented nurse can only be pulled to her cross oriented unit to prevent overtime, to complete hours to maintain cross orientation, for down staffing rotation, or to fill a hole. If more than one nurse is cross oriented to the unit of need, the most junior nurse shall be pulled to that cross oriented unit. A nurse shall not change assignments more than once in a shift (eight, ten, or twelve hour shifts), without her consent. A nurse who starts her assignment at the beginning of the shift on a unit other than her home unit will not be considered to have “changed assignments”.

Section 12.7.20. The junior nurse shall not be bumped or down staffed if:

(a) She is acting as primary preceptor, even if on additional hours, to an orientee during the first four (4) weeks of unit/area orientation; or she is in the first two (2) weeks of unit of permanent assignment,

(b) The junior nurse is among fifty percent (50%) of nurses home-based in the unit (except units which have only one nurse), or one of the two (2) nurses home-based in the Intensive Care Unit. Additionally, there must be two (2) labor and delivery qualified nurses in the department at any time. Fifty percent (50%) of home-based nurses must be present in combined Nursery and Post-Partum. If there are no patients in the department, the nurses may be floated, or

(c) Assistant Head Nurse cannot be bumped but may be down staffed.

Section 12.7.21. If any of the above conditions exists, the next least senior nurse may be bumped according to the above guidelines.

Section 12.7.22. Nurses who are down staffed and ineligible to bump or who choose not to bump may be placed on call for the duration of the shift or any part thereof pursuant to this Article. Whenever possible, when a nurse has been down staffed, the Medical Center shall offer the nurse the option of taking on call or excused absence making the request first with the most senior registered nurse.

Section 12.7.23. If a temporary reduction in force can no longer be accomplished through down staffing; the Medical Center may implement a general reduction of force in accordance with Article 11. The Medical Center shall meet with ONA to discuss the situation not less than fourteen (14) calendar days prior to the general reduction if down staffing and volunteers fail to reduce the number or hours of necessary FTEs.

Section 12.7.24. If a nurse is mandated or volunteers for additional hours or overtime from a call list or signup sheet, those hours will not be considered additional or overtime hours for down staffing. If there is a need to recall a down staffed nurse, the area with the emergent need receives first staffing preference. For purposes of down staffing, emergency on-call hours called out for OB, OR, PACU/SDS, and Endoscopy do not count for down staffing purposes.

Section 12.8. For purposes of down staffing pursuant to Article 12.7, a nurse working on a unit to which she is cross-oriented shall, at that time, be considered part of that unit's staff but may not represent 50% of home based unit registered nurses unless the nurse holds the competencies for the cross-oriented unit.

Section 12.8.1. A senior nurse on a down staffed unit may be assigned to a unit to which she is cross-oriented in order to avoid additional hours or overtime on that unit. The nurse may opt to be on-call rather than work additional non-overtime hours on a unit to which she is cross-oriented.

Section 12.8.2. Helping Hands. If short staffing requires a nurse to be pulled to a unit outside her home unit in which she is not cross-trained, she will be considered as "helping hands." Upon determining that helping hands is needed, supervisors shall solicit volunteers from the unit. If after soliciting volunteers, more help is required, the most junior nurse working will be sent to the short-staffed area as helping hands.

The goal of sending helping hands nurses is to provide additional help to the short-staffed units, while recognizing that a nurse not cross-trained to a unit is not able to safely perform all the tasks of a cross-trained or regular staff nurse. No nurse floating as helping hands shall be given an

assignment; however, helping hands nurses are expected to provide as much assistance to the staff as can be safely performed within their existing skill set. What is within a nurse's skill set to perform as helping hands may vary based on her current unit's skill requirements.

If a helping hands nurse is being asked to do something she does not believe she can safely perform, it is up to that helping hands nurse to inform the regular staff nurse of that and then find another way she can assist without jeopardizing patient care.

Section 12.9. The ONA and the Medical Center shall meet to discuss the problems and propose solutions to the team approach model currently in place on the medical and surgical floors.

Section 12.10. The parties will review any new scheduling software that may be implemented by the Medical Center to assure that it will comply with the provisions of this agreement.

ARTICLE 13: CORRECTIVE ACTION

Section 13.1. The Medical Center shall have the right to discipline or discharge any nurse for just cause.

Section 13.2. A nurse shall have the right to the presence of a Local Unit representative at any meeting to which she is called at the Medical Center's request. Once the request for an ONA representative by the nurse is made, and if the Medical Center intends to grant the request, it will contact an ONA Chairperson or the ONA Grievance Chair so that ONA may designate a representative to represent the RN. The Medical Center will schedule the investigation, and all subsequent meetings relating to the investigation or subsequent discipline (if any) at a mutually convenient date and time for the RN, the ONA representative and the Supervisor or Manager. If the Medical Center intends to deny a RN's request for a representative, it will end the investigatory meeting immediately.

Section 13.3. A nurse who is to be given a corrective action shall be given a copy of the corrective action notice at the time such action is taken against her, and shall be required to sign the notice acknowledging receipt thereof. The signature does not indicate the nurse's consent with the contents of the corrective action. When a nurse is suspended or discharged, a copy of the corrective action notice shall be emailed to ONA and the Local Unit Chairperson not later than the next working day after the action was taken. Counseling statements, outside of the disciplinary process, may be used to facilitate performance improvement. Such statements will be placed in the nurse's employee file and are to be relied upon when determining employee's future performance evaluations, not as a step in progressive discipline.

Section 13.4. In taking corrective action against a nurse, the Medical Center shall not rely on any prior corrective action against the nurse taken more than one (1) year for all other corrective actions before the occurrence upon which the corrective action is based. The Medical Center shall continue its practice of annually removing from nurses' files corrective action reports more than one (1) year old.

Section 13.4.1. Furthermore, corrective action reports which are more than a year old will not be used to support employment decisions such as promotions and transfers which are not disciplinary in nature except under the following circumstances:

(a) The corrective action involves a gross misconduct. The action can be considered for two (2) years.

(b) The corrective action involves gross negligence. The action can be considered for two (2) years.

Section 13.5. The Medical Center recognizes the right of a nurse to appeal corrective action taken against her through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule relied upon in taking the action. Any grievance protesting corrective action taken must be filed or appealed in accordance with Article 6 of this Agreement. Any arbitration will be final and binding.

Section 13.6. In the case of a discharge or suspension, the Medical Center will recognize a grievance timely initiated by ONA where the nurse affected was unable to file a grievance within the time limit provided herein because of her incapacitation.

Section 13.7. The Local Unit Chairperson(s) shall designate in writing to Human Resources those bargaining unit members authorized to act as Local Unit representatives in connection with the processing of grievances. Human Resources shall be advised promptly in writing of all changes.

Section 13.8. In the event of a corrective action related to a patient, staff, or other alleged complaint, a meeting to investigate the allegation shall occur. The nurse shall be informed of the investigation and her right to representation prior to the start of the meeting. Every effort will be made to inform the nurse of the investigation at the end of her shift. If the investigation occurs during the nurses' shift of work, the nursing staff and administration will work together to maintain patient care. Such investigation shall not occur more than thirty (30) days from the discovery of the alleged incident. A corrective action based upon the outcome of an investigation shall be issued within a reasonable time after the investigation has concluded. If an investigation concludes without corrective action being issued, the nurse shall be informed that the investigation has concluded. The investigation shall occur off the unit from where the nurse is working. An ONA representative, if requested, shall be entitled to the following:

1. An ONA representative may assist the nurse in explaining what happened;
2. An ONA representative may advise the nurse in answering;
3. An ONA representative is entitled to privately discuss the investigation with the nurse prior to resuming or the initiation of questioning;
4. An ONA representative may subsequently serve as a witness.

Section 13.9. Corrective action shall be corrective in nature and not punitive in most instances. Consequently, all corrective action shall be with the aim of changing behavior. The Medical Center follows a four (4) step corrective action process:

Recorded conference, written, final written notice, and termination. Corrective action shall proceed in this progressive sequence except in instances where the behavior warrants otherwise. (i.e. Such as theft, abuse, or drug dealing.)

Section 13.10. Should the Medical Center place a nurse on administrative leave due to potential risk of harm to a staff member, patient, or the nurse herself, the nurse shall be placed on administrative leave with written notice to the nurse and ONA no later than twenty four (24) hours from the start of the leave. Time spent on administrative leave shall provide time for the Medical Center to complete and said investigation concludes affirmatively, the nurse shall be returned to work with back pay, benefits, and seniority.

ARTICLE 14: TERMINATION OF EMPLOYMENT

Section 14.1. A nurse who resigns shall give the Medical Center at least four (4) weeks written notice in advance of her termination date. All resignations shall be submitted in writing to the Nurse Manager, of the home based unit or in her absences, to the Chief Nursing Officer. When received, the resignation letter shall be dated, with the time noted and initialed by the person to whom it is submitted. The notice shall be effective, and the notice period shall begin to run, when the resignation letter is received.

Section 14.2. A nurse giving the notice required by Section 14.1 above shall be permitted to work the complete notice period unless the hospital determines that the circumstances warrant otherwise. Should the nurse be excused from duty prior to the completion of the notice period, she will receive pay for the remainder of her notice period at her FTE value. In such cases, the Medical Center will notify the Union.

Section 14.3. If a nurse who has completed probation provides the required four (4) weeks' notice and works the full notice period, she shall be entitled to receive termination benefits equal to all accrued, but unpaid paid time off benefits up to the maximum PTO balance set forth in Section 3 of Article 25, "Paid Time Off."

Section 14.4. Notwithstanding Section 14.3 above, nurses shall not have a reduction in payout percentage of termination benefits for lack of notice or absence caused by "extenuating circumstances." Extenuating circumstances shall be defined as a Family and Medical Leave Act-qualifying absence or a non-FMLA-qualifying absence caused by a serious health condition, but in either case, the Medical Center retains the right to certify the extenuating circumstances by requiring the nurse to be seen by a physician of its own choice. Unless the extenuating circumstances are certified, the nurse shall suffer a reduction in payout at 50% in termination benefits as described in Section 14.3 above.

Section 14.4.1. The notice period may be extended by mutual agreement of the Medical Center and ONA.

Section 14.5. In all cases of voluntary termination, there shall be an electronic exit interview sent to the nurse. Prior to the termination date, the nurse must make an appointment to meet with a representative of the Human Resources Department to review terminal benefits.

Section 14.6. The termination date shall be the last day worked. Approved vacation may comprise a portion of the notice period. Vacation requests made during the notice period are subject to management approval.

Section 14.7. If the nurse gives the required four (4) week notice, she can rescind her resignation within the first two (2) weeks and return to her original position. If the notice period worked is less than four (4) weeks, or if the first two weeks following the nurse's resignation has passed, she can only return to her former position, if it has not been awarded. If her position has been awarded she can exercise her job bidding rights under Article 12: Staffing

Section 14.8. Any nurse who fails to call in to report an absence on two (2) consecutively scheduled shifts will be considered to have voluntarily terminated without notice unless said absence is caused by circumstances beyond the control of the nurse.

ARTICLE 15: SICK LEAVE

Section 15.1. Subject to Article 25, Paid Time Off, and the provisions of this Article, nurses may

apply PTO hours to time lost from regularly scheduled work due to illness, injury or temporary disability due to pregnancy, childbirth or related medical conditions. Where the nurse, in spite of reasonable efforts, cannot schedule the medical or dental visit during non-working time, the nurse may be permitted to use up to two (2) hours (four (4) hours for travel of greater than thirty (30) miles) of paid time off of such medical or dental visit, provided that she gives the Medical Center at least forty-eight (48) hours of advance notice of her appointment. The occasions on which a nurse may be permitted to use up to two (2) hours (four (4) hours for travel of greater than thirty (30) miles) of paid time off for such medical or dental visits shall be limited to no more than three (3) in a calendar year.

Section 15.2. Paid time off (“PTO”) for purposes of sick leave shall accrue according to the terms of Article 25, Paid Time Off. All absences due to illness/injury (single day or multiple days) are paid through your available PTO balance. PTO is to be used for any illness or injury. PTO shall be paid and deducted for the first scheduled week off based on the nurse’s FTE status at the time. In the event that a nurse has no remaining PTO balance, the time until the initiation of Short Term Disability (see Article 26, Short-Term Disability), will be unpaid. All nurses are required to use PTO for occurrences of personal or family illness (non-FMLA qualifying events are considered as occurrences of absence). In the event that a nurse has an extended illness, whether it is classified as FMLA or not, time off for the first scheduled week off based on the nurse’s FTE status will be deducted from the nurse’s PTO balance.

Section 15.3. To be eligible to use paid time off for sick leave, a nurse must report the nature and anticipated extent of her illness or injury to the nursing supervisor by 5:00 a.m. or two (2) hours prior to the start of the day shift, or two (2) hours prior to her scheduled starting time if on the afternoon or night shift, unless the onset of the illness or the occurrence of the injury make it impossible for her to do so, in which case she shall notify her nursing supervisor as soon as possible. Paid time off for sick leave shall not be granted unless satisfactory medical evidence of the illness or injury is presented to the Medical Center on request. In the case of an absence for which paid time off for sick leave is requested, the Medical Center shall have the right to require a doctor’s certificate attesting to the nurse’s condition as a prerequisite to the payment of benefits under this Article.

Section 15.4. In all cases of sick leave, the Medical Center may require a nurse to undergo examination by a physician of its choice and at its expense to determine the status of her disability or her fitness to return to duty, which shall be subject to the provisions of Article 15, Section 2 of this Agreement. If for any reason the nurse doesn’t agree with the Medical Center’s choice, the physician shall be selected by mutual agreement of the President of the Ashtabula General Nurses Association and the Medical Center’s Director of Human Resources.

Section 15.5. Nurses who report for work and are thereafter released due to illness or injury shall, if eligible for paid time off, receive pay for all regularly scheduled hours on the day, prorated between wages and sick leave to the nearest full hour, provided that the nurse has accumulated paid time off available for use.

Section 15.6. Any employee who accepts and performs outside employment during the period of time in which sick leave is granted under this Article shall be subject to disciplinary action, up to and including termination.

ARTICLE 16: FAMILY AND MEDICAL LEAVES OF ABSENCE AND OTHER LEAVES

Section 16.1. Requests for a leave of absence must be submitted on the Employer's standard request form to the employee's Nurse Manager, thirty (30) days in advance of the effective date of the leave requested, unless circumstances make such an advance request not possible. If an advance request of thirty (30) days is not possible, an emergency leave of absence can be obtained by submitting a written request to the Nurse Manager as soon as practicable under the circumstances but in any event within two (2) calendar days after the absence begins, unless the nurse is incapacitated. Nurses requesting leave for planned or non-emergent medical treatment, such as planned elective surgery, must consult with the Medical Center and make reasonable efforts to schedule the leave so as not to unduly disrupt the operation of the affected unit and shift. If a request cannot be accommodated because it would be unduly disruptive, the Medical Center and the affected nurse shall work out a time which can be accommodated. In making the determination that a requested leave would be unduly disruptive, the Medical Center will consider, among other things, the unit's operation, and unit staffing levels, the work and vacation schedules of other staff, other pending FMLA leaves, and any evidence of medical necessity. Where return to duty can be anticipated, it should be preceded by a written notice of one (1) week stating the anticipated return date.

Section 16.2. Where an employee's leave is due to a medical condition, she should provide an appropriate documentation from the treating medical provider verifying such condition, as part of her request for leave. In the event the Employer questions the medical certification (or fitness to return to duty), the Medical Center may require that the employee be examined by a medical provider of its own choice and at its expense. If there is a disagreement between the first and second opinion, the employee shall be examined by a medical provider selected by mutual agreement of the Ohio Nurses Association and the Medical Center's Human Resources Department. The fees and expenses of the third medical provider shall be borne equally by the Medical Center and the Nurses Association where the issue is fitness to return to duty.

Section 16.3. An unpaid family or medical leave of up to twelve (12) weeks each year shall be granted to employees for the following reasons:

(a) To care for a son, daughter, spouse or parent who has been diagnosed with a "serious health condition;" or

(b) Due to the employee's own "serious health condition" whether or not such condition is job related or non-job related.

Section 16.3.1. Under the FMLA regulations, leave will be determined based on a one (1) year rolling period preceding the first day a leave of absence is taken. For example, if the nurse has already used six (6) weeks of leave during the year immediately preceding the first day of leave, she will have up to six (6) more weeks of allowable FMLA leave remaining. In order to be eligible for leaves under this Section, the employee must have at least twelve (12) months of service with the Employer and must have worked at least 1,250 hours in the immediate twelve (12) month period prior to the request (down staffed hours below a nurse's regular FTE shall be counted towards this requirement). The nurse's position shall be held open per FMLA for twelve (12) weeks. If a nurse has exhausted her FMLA and is still medically unable to return to work, she shall

be placed on extended medical leave. While on extended medical leave her position will not be permanently filled for an additional three (3) months after the expiration of her FMLA.

Further, if the nurse subsequently requests an additional unrelated leave within the twelve (12) month period and she has exhausted her FMLA leave, she will be granted up to a thirty (30) day leave once during the life of this Agreement, and her position will be held if she returns within such period. The additional leave of up to thirty (30) days may not be used to extend FMLA leave. Thereafter, the Medical Center shall have the right to permanently fill the position. If the nurse's position is permanently filled, but she is able to return within her authorized leave, she will be reinstated to the first available position (regardless of shift and/or work schedule) for which she is qualified, as long as it does not involve a promotion. If no work is available, the nurse shall be considered in a layoff status and shall be subject to Article 11, "Seniority" with the exception of bumping rights.

Section 16.4. Any employees who do not qualify for FMLA leave under Section 16.3 (e.g., have been employed for less than a year) shall be entitled, upon application, to an unpaid medical leave due to their own serious or an immediate family member's serious health condition as defined under the FMLA, for up to twelve (12) weeks in a rolling year. Such employees must provide notice and a certificate from their health care provider as specified in Section 16.2. If such an employee is able to return within the approved leave, he/she shall be reinstated to his/her former position.

If the nurse is still unable to work after exhausting the 12-week leave above, she shall be placed on extended medical leave. While on extended medical leave, her position will not be permanently filled for an additional 45 days after the expiration of her 12-week leave.

If the nurse subsequently requests an additional unrelated leave within the twelve (12) month period and she has exhausted her other leaves under the preceding paragraph, she will be granted up to a thirty (30) day leave and her position will be held if she returns within such period. The additional leave may not be used to extend other leaves in this section. Thereafter, the Medical Center shall have the right to permanently fill the position. If the nurse's position is permanently filled, but she is able to return within her authorized leave, she will be reinstated to the first available position (regardless of shift and/or work schedule) for which she is qualified, as long as it does not involve a promotion. If no work is available, the nurse shall be considered in a layoff status and shall be subject to Article 11, "Seniority" with the exception of bumping rights.

Section 16.5. Birth/Adoption/Placement of a Child. The Medical Center will provide twelve (12) weeks paid maternity and paternity leave to all employees relating to the birth/adoption/placement of a child in the employee's home. Where both parents are ACMC employees, they may each take their maximum of up to twelve (12) weeks leave.

Section 16.6. During the course of the leave the employee should contact the employee's Nurse Manager not less than twice a month to review his/her status and expected date of return.

Section 16.7. FMLA Health Insurance Continuation. Employees who qualify for FMLA leave under Section 3 shall be entitled to receive health insurance benefits during their first twelve (12) weeks of such leave each year on the same terms as preceding the leave or their total period of paid time off (if applied at current FTE) inclusive of the 12 weeks of FMLA leave, whichever is greater.

Section 16.8. Use of PTO. Nurses may apply any and all earned PTO to any part of an otherwise unpaid leave of absence regardless of the nature of the leave. Nurses shall utilize any and all earned PTO before commencing an educational or personal leave. While paid time off is applied, the nurse shall continue to accrue any and all benefits which accrue on the basis of paid time. While the application of paid time off is consistent with her FTE status, the nurse shall also be entitled for such period to receive health, life and other insurance benefits on the same terms as before her leave. Paid time off shall not diminish an employee's entitlement, if any, to workers compensation. It shall supplement any such benefits up to the employee's normal pay. Notwithstanding the above, nurses may refrain from using up to two (2) weeks of PTO in order to retain such time for vacation or other personal use.

Section 16.9. Seniority Accrual. Seniority shall continue to accumulate during all authorized unpaid leaves of absence, but wages and benefits other than indicated in this Agreement will not be paid or accumulated except as provided by law.

Section 16.10. Where the need is appropriately documented, qualified employees as described in this section may be entitled to intermittent or reduced schedule leaves in the case of self-medical leaves as described in Section 16.3(d). When the request for intermittent leave is foreseeable and is based upon planned medical treatments, the employer may temporarily transfer the employee only after meeting with the ONA to discuss all available options to an alternate available position when such leave affects the normal operation of the unit and the alternate position better accommodates the recurring leave than the employee's current position. Such position shall provide equivalent pay and benefits. The intermittent or reduced schedule leave shall be a part of and not in addition to the leave provided in Section 16.3.

Section 16.11. The terms of FMLA leaves under this Article shall be subject to the rules and regulations issued pursuant to the Family and Medical Leave Act of 1993 as amended.

Section 16.12. Special Provisions for Workers Compensation. Nurses with a work-related illness or injury shall be eligible for leave on the same terms as other employees; except such leave shall be granted for up to 24 months or until the employee reaches maximum medical improvement, whichever occurs first. During such leave, the nurse shall accrue seniority on the basis of her prior FTE status. If she is not able to return at the end of the 24 months or the period of maximum medical improvement, as the case may be, her seniority will be frozen indefinitely. Should the nurse be able to return to work at some point in the future, she may return to her former or a comparable position, if available, and she will be credited with any previously credited (i.e. frozen) seniority. In the event such employee's entitlement to continued health insurance under FMLA expires, the Medical Center will continue to pay its portion of her single coverage for up to 12 months. If such employee desires additional (i.e. family coverage), she may receive such coverage by paying the difference.

Section 16.13. Transitional Work. A nurse with a temporary work-related or non- work-related disability may be eligible for Transitional Work for up to twelve (12) weeks, which may be extended upon mutual agreement up to a maximum of sixteen (16) weeks. A nurse who has obtained clearance from her treating physician and APMC Occupational Health shall be eligible for consideration to participate in this program upon submission of clearly defined job restrictions from her treating physician. While in the program, a doctor's certificate must be submitted no less than every four (4) weeks. A nurse in the transitional work program will maintain his/her regular rate of pay and benefits while in the program. If a nurse is temporarily assigned to a non-bargaining

unit position under this program, he/she will retain all rights and obligations of bargaining unit membership.

Section 16.14. Nurses who misrepresent facts in order to obtain a leave or who obtain a leave on the basis of such misrepresentation may be dismissed by the Medical Center.

Section 16.15. COBRA Continuation of Health Insurance. Employees on a leave of absence (other than the first twelve weeks of FMLA leave, as provided in Section 10) may continue in the group medical and dental plans by paying the full premium during the leave. The Employer shall resume premium payments consistent with the plan effective upon an employee's first day of return to work.

Section 16.16. Educational or Personal Leaves. Employees with at least one (1) continuous year of service may be granted up to three (3) months of unpaid leave for personal or educational reasons. The Employer retains the discretion to grant or deny leave requests for staffing and other legitimate reasons. Leaves must be requested in writing at least one (1) month in advance of the requested leave. At least two (2) weeks' notice must be given of the employee's return from leave. When an employee returns within three months, he/she shall be reinstated to his/her former position, if available, or an equivalent position. Leaves may be extended for successive three (3) month periods up to a maximum of a total of twelve (12) months. The length of any personal leave so granted will be determined by the Medical Center based upon its current and projected staffing needs and the needs of patient care.

Section 16.17. Bereavement Leave. In the event of the death in the immediate family (defined as father, mother, step father, step mother, legal guardian, grandfather, grandmother grandchild, sister, brother, father-in-law, mother-in-law, spouse, child, current step children, or domestic partner) of an eligible nurse, she shall be granted a leave of absence with pay of up to three (3) of her scheduled shifts in order to attend the funeral and handle related matters. Should the funeral be held more than two hundred (200) miles from Ashtabula, and the nurse attends the funeral, two (2) additional days off without pay shall be granted. The time off with pay shall be granted for scheduled work time lost during the period starting with the day of death and ending on the day following the funeral. Pay provided for under this Section shall be computed on the basis of regularly scheduled hours per day at the nurse's regular straight time hourly rate, less differentials, if any. The Medical Center may require proof of death and funeral attendance.

Section 16.17.1. In the event of the death of a niece, nephew, aunt, uncle, brother- in-law, sister-in-law, daughter-in-law, or a son-in-law the Medical Center shall grant a nurse one shift excused from work unpaid in order to attend the funeral and to handle related matters and may use PTO time. The Medical Center may require proof of death and funeral attendance.

Section 16.18. Jury/Witness Duty. When a nurse is required to perform jury duty, or to testify as a witness on the Medical Center's behalf, she shall be paid at her regular straight time hourly rate, less differentials, if any, for those hours spent on jury or witness service for which she had been regularly scheduled to and would have worked but for the performance of jury or witness duty, up to a maximum of eight (8) hours per day and forty (40) hours per week (except that 36/36 employees may take up to twelve (12) hours per day or thirty-six (36) hours per week), for a period not to exceed thirty (30) days in any calendar year. Nurses who work the third shift shall be released from the nurse's scheduled shift which proceeds each day of jury duty service. To be eligible for jury or witness duty pay, a nurse shall notify her supervisor fourteen (14) days in advance of such jury or witness service, or as soon as possible, and shall submit to the Medical

Center a statement of the court attesting to such service and she shall remit the amount of jury or witness fees received to the Medical Center within thirty (30) calendar days. Failure to provide the attestation or remit the fees shall result in the loss of jury or witness pay under this Section. Nurses on paid jury duty leave shall report for scheduled work on those days when the court is not in session.

Section 16.19. Military Leave. Nurses who are members of a military reserve component shall be eligible for a leave of absence pursuant to state and federal laws. Written military orders must be presented to the appropriate Nurse Manager upon receipt. The nurse may, but shall not be required to, use PTO to the extent available during her military leave.

Section 16.20. Any employee who accepts and performs outside employment during the period of time in which leave is granted under this Article shall be subject to disciplinary action, up to and including termination. – This provision shall not apply to a nurse who is on an approved Military Leave.

ARTICLE 17: HOLIDAYS

Section 17.2. The Medical Center's designated holidays are: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a nurse's regularly scheduled work day falls on a designated holiday and the nurse is scheduled off (due to, e.g., reduced staffing or department closure), paid time off may be used for the designated holiday. When a designated holiday falls on a nurse's normal day off, paid time off is not used.

Section 17.3. The Medical Center shall have the right to require any nurse to work on any designated holiday. A nurse who works on any designated holiday shall be paid for all hours worked on the holiday at one and one-half (1½) times her regular hourly rate and shall, in addition, have the right to use paid time off up to her regularly scheduled shift. Any time worked on a holiday that is greater than the nurse's scheduled 8, 10 or 12 hour shift, will be compensated at double time her regular rate. To be eligible for the premium pay the nurse must work her scheduled shift prior to the holiday and her next scheduled shift after the holiday, unless extenuating circumstances (i.e. FMLA, bereavement leave, etc.) prevent her from doing so. A nurse downstaffed for either the shift prior to a holiday or the next scheduled shift after a holiday shall not be precluded from receiving premium pay for the holiday.

Section 17.4. If a nurse calls off on a holiday she is scheduled to work, she could be scheduled to work an additional holiday within the following twelve (12) months, according to Section 18.5. A nurse who has not called off on a holiday in the previous twelve (12) months shall not be required to work an additional holiday.

Section 17.5. The designated holidays referenced in Section 17.2 shall be celebrated, and the provisions on this section shall be effective, on the three (3) consecutive shifts commencing at 11:00 p.m. on the evening preceding the day established by law as the holiday, except that Christmas Day and the New Year's Day holiday shall consist of four (4) consecutive shifts commencing at 3:00 p.m. on the day preceding each such holiday.

Section 17.6. A unit's holiday schedule will be posted by at least February 1st of the year. Once a holiday schedule has been posted, any changes to a unit's scheduled holidays must first seek volunteers to work the open holiday shift and awarded according to the other provisions of this contract.

ARTICLE 18: VACATIONS

Section 18.1. Paid time off (“PTO”) may be applied to vacation leave subject to this Article and Article 25, Paid Time Off.

Section 18.2. Subject to the scheduling provisions of this Article, paid time off may be taken for purposes of vacation, at any time after a nurse has completed six (6) or more months of employment.

Section 18.3. Nurses shall notify the Medical Center of their choice of vacation dates by November 1st for January 15th to April 30th, March 1st for May 1st to September 30th, August 1st for October 1st through January 14th. Nurses’ choices will be granted on the basis of bargaining unit seniority. Vacation calendars will be provided on all units. Once a vacation request is approved by the supervisor, the supervisor shall mark the request as approved on a master calendar which shall be available in the unit for all nurses to track the progression of vacation requests approval and open weeks. Any conflict in choice shall be resolved on the basis of bargaining unit seniority within a nursing unit and shift among those nurses whose vacation requests were received by the dates noted above. Nurses shall be notified of their vacation schedules within one (1) month of the deadline for requests. While the Medical Center will seek to accommodate nurses as to vacation dates, the right to schedule a nurse’s vacation period is reserved by the Medical Center in order to insure proper and adequate patient care. Request for vacation period changes must be made at least four (4) weeks prior to the beginning of the previously approved vacation period.

The Medical Center may require a nurse to reschedule her vacation period for operational reasons, provided that it notifies the nurse at least four (4) weeks in advance of the beginning of her previously scheduled vacation, and provided further that the Medical Center may require a nurse to reschedule her vacation during the four (4) week period preceding her scheduled vacation only due to an emergency. Prior to any required rescheduling of vacation due to an emergency, the local unit shall be immediately notified and a meeting held with a local unit representative and the Chief Nursing Officer or his/her designee, in order to discuss the nature of the emergency and alternative means of coverage.

Section 18.4. Nurses may be granted two (2) weeks of vacation during the time period from Memorial Day to Labor Day. More vacation may be requested and granted if all other nurses on their unit have had the opportunity to take vacation time during this period. Additional requests will be granted to the extent possible or for extenuating circumstances. For purposes of scheduling PTO, a week off is considered a vacation (for purposes of this provision a week is defined as a nurses hired FTE). Requests for a week will be given priority over a day. Nurses must comply with the scheduling procedure as set forth in Article 18, Section 3. When less than a full week (as defined herein) is requested, requests for consecutive PTO days will be awarded by bargaining unit seniority. The Medical Center agrees that it will not deny employees’ requests for PTO based on an employees’ projected weekend to work.

ARTICLE 19: WAGES

Section 19.1. Effective October 9, 2022, the salary schedule will be adjusted to reflect an 8% increase. Effective the first full pay period following September 30, 2023, the salary schedule shall increase by 3%. Effective the first full pay period following September 30, 2024, the salary schedule shall increase by 3.0%.

Section 19.2. Effective October 9, 2022, all bargaining unit nurses shall be paid according to their

length of continuous service in their present classification consistent with the wage schedule set forth in Appendix B of this Agreement.

Section 19.3. Effective the first day of the first full payroll period following September 30, 2023, all bargaining unit nurses shall be paid according to their length of continuous service in their present classification consistent with the wage schedule set forth in Appendix B of this Agreement.

Section 19.4. Effective the first day of the first full payroll period following September 30, 2024, up to the expiration of the contract, all bargaining unit nurses shall be paid according to their length of continuous service in their present classification consistent with the wage schedule set forth in Appendix B of this Agreement.

Section 19.5. Registered nurses who are promoted from staff nurse to Assistant Head Nurse shall move to the same step on the AHN salary schedule as they were on as a staff nurse.

Section 19.6. The Medical Center shall pay an hourly shift differential of five percent (5%) of a nurse's straight time hourly rate for all hours worked between 3 p.m. and 11:30 p.m. The Medical Center shall pay an hourly shift differential of seven percent (7%) of a nurse's straight time hourly rate for all hours worked between 11:00 p.m. and 7:30 a.m. Shift differential will be paid to a nurse provided the nurse has worked a minimum of 3.5 consecutive hours between 3 p.m. and 7:30 a.m. "Regular rate" for purposes of this Agreement shall include base rate plus any applicable shift differentials.

Section 19.7. The Medical Center shall pay an hourly weekend differential of five percent (5%) of a nurse's straight time hourly rate for all hours worked on a weekend as defined in Section 1.8 of this Agreement.

Section 19.8. On-Call Generally:

(a) For the duration of the contract, nurses designated to be "on call" shall be paid at the following rates: \$4.00/hour.

For specialty units that provide 24-hour shifts of emergency on call, such as the OR/ /PACU/Endo, nurses scheduled to be "on call" shall be paid at a rate of \$6.00 per hour for all time spent on-call. If a nurse in these units is designated as "on call" for any purpose other than the 24/7 emergency on-call schedule, she shall be paid the on-call rates in accordance with the rest of the hospital nurses.

The Medical Center shall provide cell phones or beepers at the choice of the Medical Center for on-call nurses in the OR, , PACU, and ENDO units. Nurse's on-call shall be available to report for duty within thirty (30) minutes after being called. Nurses who fail to respond to a call in accordance with this Section shall receive no on- call pay for the tour of duty in question. Repeated failure by a nurse on call to respond to a call shall be grounds for disciplinary action.

On-call pay is paid from the start of the scheduled on-call shift to when the nurse clocks in to work or if not called in, until the end of her scheduled shift. An on-call nurse who is called in to work shall be paid at the appropriate hourly rate of pay, including any appropriate differentials, for all hours worked. Such nurse will not, however, be paid on-call pay for hours worked when called in. When a nurse is called in, one-half (1/2) hour of travel time to get to work and one-half (1/2) hour of travel time away from work will be paid at the appropriate rate as time worked. Any twenty-four (24) hour on-call tour will be paid at the weekend rate as set forth above. An "on-call"

nurse who is not called in to work may elect to make up the difference between her on-call pay and her regular wage by using accrued paid time off.

(b) Exceptions. To the extent possible, the Medical Center will continue its current on-call scheduling practices in the Operating Room. Nurses in the Operating Room, PACU/SDS, Endoscopy, or any other area where ONA and the Medical Center agree that on-call will provide for one (1) shift, twenty-four (24) hour coverage, all time worked while on-call, will be paid at double time the nurse's regular hourly rate, including differentials. Travel time will be paid at time and one half.

PACU nurses who are called in to recover a surgery patient following an emergency surgery will not be required to remain on duty after the Phase 1 discharge criteria for the patient has been met, except in emergency situations where the needs of patient care and the unavailability of other nurses require, and then, only to the extent necessary to neutralize the emergency. If a PACU nurse is required to stay beyond Phase 1 recovery, the nurse will receive \$30 added to her base rate of pay at time and three quarters for the period of time that she is required to remain on duty beyond Phase 1, provided she is not already getting the premium pay pursuant to the MOU on Incentives.

Part-time nurses in Endo, OR and PACU will be required to take call on a pro-rated basis, compared to full-time nurses in these units, based on the part-time nurse's FTE.

(c) RNFA Call. Registered Nurse First Assistants in Surgery will be governed by the call provisions in (b) above. Further, the RNFA may be on the regular OR call in addition to RNFA call.

(d) Endoscopy. Two endoscopy nurses will be on call at all times for endoscopic emergencies in accordance with (b) above.

(e) A nurse called in between 11:00 pm and 5am will be guaranteed at least an 8-hour rest period between shifts, at the nurse's option, though the option must be exercised by the end of the call-in period.

(f) Following the ratification of the 2016-19 Agreement, the Labor Management Committee (LMC) shall be charged with attempting to develop mutually satisfactory guidelines for the regular monthly on-call expectations for full-time and part-time nurses working in units that utilize 24/7 on call schedules. The LMC shall also attempt to develop mutually satisfactory procedures to be used when staffing changes (e.g., FMLA, resignations, etc.) cause unanticipated holes in the on-call schedule and how additional on-call hours are to be covered by remaining full-time and part-time nurses. The LMC meetings will occur no less frequently than monthly beginning November, 2016.

Section 19.9. A nurse who is regularly scheduled to work or who is called in to work when she is not regularly scheduled who is not in on-call status under Section 8 above shall be provided with at least four (4) hours of work or pay at the appropriate rate if she reports at the scheduled time, unless she has been notified not to report for work, or is down staffed in accordance with Section 12.7.4 or unless the nurse, at her own request or due to her own fault, is not put to work or is removed after having been put to work. To the extent practical, a nurse who is called in to work at other than her regularly scheduled time shall be given at least one and one-half (1-1/2) hours' notice in advance of the requested reporting time on the day shift and two (2) hours' notice in advance of the requested reporting time on the afternoon and night shift. A nurse called in with

less notice preceding the time she is requested to report for work than that set forth above, shall be paid twenty dollars (\$20.00) in addition to her wages at the appropriate rate for hours actually worked, provided that she reports within one and one-half (1-1/2) hours of being called for day shift work or within two (2) hours of being called for afternoon or night shift work.

In the case of a need for a second team in OR, PACU, and ENDO, a nurse who is not scheduled on call and agrees to come in for an emergency will receive travel time at one and a three quarters times the nurses' regular rate of pay including differential. A nurse shall receive pay for time worked for coming in off a call list pursuant to the terms of Article 10 of the Collective Bargaining Agreement. This is in lieu of the \$20.00 quick call.

Section 19.10. The Medical Center shall have the right to hire experienced nurses at rates above the starting rate commensurate with relevant experience as follows:

(a) One (1) year of full-time experience equals one (1) year of experience for purposes of placing a nurse above the starting hourly rate.

(b) New hires shall not be given credit for greater than ten (10) years of work experience. Relevant work experience refers to previous work experience acquired by the applicant, which over time, have enabled her to possess the knowledge, skills and ability to competently perform in the available position. The pertinent nursing experience could be acquired through a variety of health care employment situations.

Section 19.10.1. For purposes of this Section 10, relevant experience shall refer to employment of more than twenty (20) hours per week as a registered nurse in an acute care general hospital within the three year period preceding application for employment at the Medical Center.

Should an employee previously employed at the Medical Center as an LPN move into a bargaining unit RN position, the Medical Center may hire the employee at a start rate up to Step 2 of the wage scale for those employees who have worked at the Medical Center for five (5) years or greater. For those below five (5) years of experience, the Medical Center shall hire the employee at the start rate of the wage scale.

Section 19.11. Preceptor Pay. Staff nurses and Assistant Head Nurses who work as preceptors and who have met the qualifications of the Preceptor pursuant to Article 8, Section, 8.11.3 shall receive a differential of three dollars (\$3.00) per hour in accordance with Article 8, Section 11. These Nurses who voluntarily agree to be transferred to an off shift to precept shall receive a twenty-five percent (25%) differential for all preceptor hours on the shift in which she is transferred.

It is the Medical Center's preference to assign an orientee to work with a Preceptor who has met the established criteria in Article 8, Section 8.11.3 of the CBA. To facilitate this, the Medical Center will attempt to align the orientees' schedule with that of his/or preceptor. If the Medical Center is unable to adhere to this preference, the nurse who is assigned to work as a Preceptor shall be paid a differential of \$1.50/hour for all hours worked as Preceptor.

Section 19.12. Performance/Compensation. HCAHPS scores will be monitored with a focus on the five core nursing measurements. Emergency room scores will be used for Emergency room nurses, behavioral nurses will be measured by behavioral scores. All other areas will be measured by the core nursing measurements. A payment shall not be paid more often than once every twelve (12) months. A yearly payment of five hundred dollars (\$500.00) per nurse will be paid if the Medical Center achieves a 90th percentile for three out of four quarters in the calendar year (minus applicable deductions such as taxes, not applicable to overtime), in a separate payment. To be

eligible nurses must be employed as of January 1st for the year in question.

Section 19.13. Patient Care Coordinator Differential. The Medical Center shall pay an hourly patient care coordinator differential for all nurses who work in the capacity of PCC of fifty cents (\$.50) per hour for all hours worked in as a patient care coordinator.

ARTICLE 20: HEALTH & DENTAL INSURANCE

Section 20.1. The Medical Center will provide eligible employees with health insurance providing two (2) tiers with two (2) levels of coverage on the terms identified in Appendix C, and in accordance with the same contribution levels set forth in Section 20.3 for the life of this Agreement. The Medical Center shall offer four (4) categories of coverage as follows:

1. Single;
2. Employee plus child/ren;
3. Employee plus spouse; and
4. Family

Section 20.2. The Medical Center will provide eligible employees with coverage under a comprehensive dental plan. Such plan shall be subject to the same deductibles, coinsurance and maximum annual benefit levels.

Section 20.3. The rate of Employer and Employee contributions for health and dental insurance shall be as follows:

<u>STATUS</u>	<u>EMPLOYER</u>	<u>EMPLOYEE</u>
	<u>CONTRIBUTION</u>	<u>CONTRIBUTION</u>
20-35 hour employees	70%	30%
Full-time employees (single,		
Employee + child/ren,		
Employee + spouse)	80%	20%
Full-time family coverage	75%	25%

Section 20.3.1. Employee contribution percentages are based on the individual's FTE status. If a nurse believes she has been regularly scheduled above her current FTE status, she should bring it to the Human Resources Office for review and, if warranted, adjustment of FTE status and any resulting change of benefits.

Section 20.3.2. The above percentages shall be applied to the most recent COBRA (100%) rate.

Section 20.4. Employees may pay health insurance contributions on a pre-tax basis by participating in the Medical Center's Section 125 plan.

Section 20.5. All full-time and regular part-time nurses subject to this Agreement shall be eligible.

Section 20.6.

I. PROVISIONS COMMON TO ALL PLANS

Coverage Effective Date - First of the month following thirty (30) days of continuous active employment.

Maintenance of Benefits - When the ACMC plan is secondary coverage to another plan or Medicare, benefits will be determined as follows:

1. If the primary plan's benefits are the same or greater, ACMC will not pay any benefits.
2. If the primary plan's benefits are less than those provided by ACMC, the benefits will be calculated as if ACMC were the primary plan and then reduced by those benefits payable by the other plan. In no event would the amount of benefits payable by all plans exceed the amount that would have been payable under the ACMC plan, if it had been the primary plan.

Pre-Tax Treatment of Nurse Contributions - Contributions made by nurses for medical or dental coverage through the ACMC plan will not be subject to federal or state income taxes or Social Security taxes.

Continuation of Coverage - Voluntary terminations shall be entitled to continuation coverage for a period not to exceed eighteen (18) months by timely paying one hundred and two percent (102%) of the premium.

Calendar Year - The foregoing are "calendar year" plans. There shall be no carry over from one calendar year to the next. If an employee or covered dependent receives benefit payments in any calendar year, that amount up to five thousand dollars (\$5,000) will be restored to their lifetime maximum on the first day of the next plan year.

Section 20.7. Subject to the provisions of the master contract, the Medical Center shall provide life and accidental death and dismemberment insurance for all nurses whose regular status is .5 FTE or greater after sixty (60) days of service. If a nurse believes she has been regularly scheduled above her current FTE status, she should bring it to the Human Resources Office for review and, if warranted, adjustment of FTE status and any resulting change of benefits. Coverage will be provided in an amount equal to one (1) times the nurse's annual earnings, rounded to the nearest one thousand dollars (\$1,000.00). Each nurse shall be permitted to purchase an equal amount of such insurance at the rate then in effect.

Section 20.8. Subject to the provisions of the master contract, the Medical Center shall maintain its current long term disability insurance coverage in full force and effect for eligible nurses for the life of this Agreement. Nurses who are regular status .5 FTE or greater shall be eligible for this coverage. If a nurse believes she has been regularly scheduled above her current FTE status, she should bring it to the Human Resources Office for review and, if warranted, adjustment of FTE status and any resulting change of benefits.

Section 20.9. The Medical Center shall have the right to select and/or change the carrier of any insurance benefit provided for in this Article, or may elect to self-insure any such benefit, provided that the benefits available under any new arrangement are at least equivalent to those provided for

in this Article for active and inactive employees, and in regard to conversion rights for persons leaving the Medical Center's employ for any reason.

Section 20.10. For the life of this Agreement, retirees will be given a one hundred percent (100%) discount for emergency services provided by the Medical Center's Emergency Room for any such emergency services not covered by his or her health insurance, if any. Such discount shall be subject to a \$100.00 co-pay, which shall be waived upon admission.

Section 20.11. Subject to the provisions of the master contract, the Medical Center shall make available to all actively employed bargaining unit nurses' coverage under its self-insured hospital-surgical and dental insurance program and shall pay the cost of such coverage in excess of the participant contributions set forth below:

(a) The Medical Center will agree to provide a "qualified beneficiary" continuation of coverage for eighteen (18) months from the date of the employee's voluntary retirement. The qualified beneficiary will be required to pay one hundred and two percent (102%) of the applicable premiums for such period as the "qualified beneficiary" elects for continuation of coverage, up to the eighteen (18) months maximum. It is expected that the "qualified beneficiary" will make timely payments of the required premium.

(b) Except as otherwise provided, nurses on unpaid leave of absence, retirement or layoff who desire to continue their coverage under the program shall, by the first day of the month following the commencement of the leave of absence, retirement or layoff, and by the first day of each succeeding month during which the leave, retirement or layoff continues, pay to the Medical Center the total cost of the coverage. Otherwise, the coverage will lapse in accordance with the terms of the program.

Section 20.12. The Medical Center shall provide emergency room and related services including the service of the Emergency Room physician, to nurses for work related injury or illness occurring at the Medical Center during working hours at no cost to the nurse.

Section 20.13. Nurses and their dependents, as defined herein, shall be provided with Emergency Room services covered by their health insurance subject to a \$100.00 co-pay which shall be waived upon admission. Nurses without other health insurance who are ineligible to receive benefits under the Medical Center's hospital-surgical insurance program because of the waiting periods set forth in this article, shall receive such services subject to a \$100.00 co-pay which shall be waived upon admission for themselves and their dependents. The provisions of this Section shall not apply to the services of the Emergency Room physician.

Section 20.14. Flexible spending account programs for health care and dependent care expenses shall be maintained by the Medical Center for use by employees in accordance with established laws and regulations.

Section 20.15. A Mammogram shall be offered to registered nurses enrolled in the employee health plan every year, or more often if recommended by guidelines accepted by the APMC Radiology Department.

Section 20.16. Vision Plan. A voluntary vision plan will continue to be offered for full-time and part-time registered nurses, to those who are .5 FTE or greater. If a nurse believes she has been regularly scheduled above her current FTE status, she should bring it to the Human Resources Office for review and, if warranted, adjustment of FTE status and any resulting change of benefits. Nurses can purchase vision coverage through payroll deduction.

Section 20.17. Effective November 1, 2010 and for the life of this Agreement, if the Medical Center chooses to offer supplemental voluntary benefits (e.g. whole life insurance, long term care insurance, critical care insurance, etc.) to non- bargaining unit benefit eligible staff, said benefits may also be offered to bargaining unit staff. Prior to offering such benefits, the Medical Center will discuss such offerings with the ONA local co-chairs.

Section 20.18. Wellness Program. The Medical Center will continue a wellness program for RNs.

Section 20.19. The provisions below will reflect changes made to the Plan Design contained in Appendix C of the Agreement. On January 1, 2017, unless otherwise noted, the following changes were made to the plan design provided for in Appendix C of this Agreement:

Deductible

Tier 1: \$200/\$400/\$600

Tier 2: \$500/\$1,000/\$1,500

Co-Insurance

Tier 1: 95/5

Tier 2: 80/20 effective January 1, 2020

Out of Pocket

Tier 1: \$1,750/\$3,500/\$5,000

Tier 2: \$3,000/\$6,000/\$9,000

Effective January 1, 2017

Express Care: physician's office co-pay applies. Emergency: \$100, co-pay waived with admission

Preventative: Add colonoscopy 50+ unless referred due to a family history

Outpatient:

Emergency - \$100 co-pay waived if admitted Non-Emergency - \$100 co-pay

Physical/Occupational Therapy - \$10 co-pay Cardiac Rehab - \$0, 24 visits

Speech - \$10, 26 visits Inpatient - \$0

Durable Medical - 20% both tiers

Mental/Substance Abuse - Same as medical, 35 visits outpatient, 30 visits inpatient, may go beyond limits if approved

Prescription Drugs - \$15.00 generic; \$50.00 formulary; \$60.00 non-formulary

Vision or Dental - No change for the life of the Agreement

Section 20.20. (Also relates to Appendix C): The Medical Center agrees that it will not increase the premiums for dental and vision plans over the prior year rates more than 5% each year. Health plan premiums will not increase more than 8% over the prior year rates each year of the contract.

Section 20.20. The Medical Center shall consider an employee's utilization of CCF facilities and physicians as a Tier 1 service if one or more of the following conditions occur:

- If the service is not available at APMC
- If the employee's primary care physician refers the employee or her dependent to a CCF physician or facility for the service or treatment

If the employee or her dependent cannot get an appointment for a specialist within ninety (90) days of the request for the appointment, the employee should contact Human Resources for their assistance in obtaining an appointment at APMC. If the employee or her dependent cannot get an appointment for a primary care provider within 48 hours of the need for a sick visit, and Express Care is not option, the employee should contact Human Resources for their assistance in obtaining an appointment at APMC.

RNs and dependents will utilize the pharmacy network in place through the pharmacy benefit manager.

Prescription coverage will not change from the 2016-2019 agreement, except the following, effective January 1, 2020:

Mail order option with APMC - 90 day supply at 60 day cost.

ARTICLE 21: PENSION

Section 21.1. Eligible nurses shall continue to participate in the Medical Center's non-contributory pension plan for the term of this Agreement. The existing benefit formula shall not be reduced during the term of this Agreement. Any improvement made by the Medical Center in its current pension plan shall be extended to eligible bargaining unit members.

Section 21.2. All eligible nurses will be one hundred percent (100%) vested after five (5) years of employment, as defined in the Medical Center's non-contributory pension plan document.

Section 21.3. Effective November 1, 2007, the pension plan shall be amended to reflect the following:

- (a) The rate in the pension benefit formula shall be maintained at 1.3%.
- (b) Early retirement reduction below:

Age	Early Retirement Benefit
62	100%
61	80%
60	71.8%
59	64.6%
58	58.2%
57	52.6%
56	47.5%
55	43.0%

(c) The nurse at age sixty (60) or above who opts for early retirement with fifteen (15) years' seniority at ACMC shall be eligible to continue her health insurance at the COBRA rate until age 65.

(d) The benefit formula will include the highest three (3) consecutive year average compensation in the prior ten (10) years,

(e) Nurses who were not previously eligible to participate in the pension plan until age twenty-five (25) will be reinstated with years of benefit service credit as if they had entered under current eligibility provisions. The age twenty-five (25) participation requirement is eliminated.

(f) Unpaid down staffed hours shall apply toward pension service credit.

Section 21.4. Effective January 1, 2009, the pension plan shall be amended to reflect the following:

(a) all participant accruals through December 31, 2008, shall be frozen and preserved.

(b) The rate in the pension benefit formula shall be preserved at 1.30%. Any nurse who is not considered vested in the pension plan as of December 31, 2008, shall continue to earn credits toward vesting under the plan provided she meets the minimum annual hours worked requirement.

(c) A nurse shall have provisions a-f of Section 3 applied to her under this provision as well.

Section 21.5. Nurses shall have the option of participating in a qualified defined contribution plan (hereinafter "Matching 403 (b)" which is offered by the Medical Center to all eligible nurses. Effective January 1, 2009, all nurses must participate in the qualified defined contribution plan "matching 403 (b) which is offered by the Medical Center to all eligible nurses. The matching 403 (b) plan in place shall be under the following terms:

(a) provide a non-elective deferral equal to 2% of gross pay to all nurses hired at a .5 FTE or greater. The Medical Center's contribution shall be made regardless of the nurse's participation in the plan.

(b) The Medical Center shall offer a 50% match up to 4% of the nurses' contribution of gross pay to all nurses who are hired at .5 FTE or greater.

(c) Effective January 1, 2017, a three year cliff vesting schedule, (uninterrupted service prior to January 1, 2009 shall be counted for vesting purposes).

(d) The Medical Center shall provide for a negative enrollment for all new hire nurses thirty (30) days after the nurses' date of hire.

(e) Nurses hired or transferred into a bargaining unit position after October 1, 2016, will be eligible for employer contributions to the 403(b) plan on wages earned beginning with the first day of employment.

ARTICLE 22: MISCELLANEOUS BENEFITS

Section 22.1. Nurses admitted to the Medical Center as inpatients shall be provided with a private room at no extra cost subject to availability and the need of a private room by a more seriously ill patient.

Section 22.2. The Medical Center shall make available a microwave oven for the use of all employees.

Section 22.3. For the life of this Agreement (2022 through 2025), the Medical Center will offer a Premiere Fitness membership to employees at the same discounted cost available to all ACMC employees provided ACMC still owns and operates Premier Fitness.

Section 22.4. A nurse shall have the option to have her last name removed from the nurses' name badge.

Section 22.5. Accidental Damage to a Nurse's Property. The Medical Center will review employee incident reports that indicate nurses' personal belongings that nurses are permitted to bring into patient areas (excluding uniforms and shoes) which have been damaged or broken by a patient. The Medical Center will make payment to the nurse up to one hundred dollars (\$100.00) per incident under this provision.

Section 22.6. Effective March 1, 2020, in those units where the Medical Center does not provide scrubs, nurses will be permitted to wear a uniform of white top and dark- gray bottoms. The Medical Center will continue to provide scrubs to the OR, PACU, Endo, Cath Lab and ED nurses.

ARTICLE 23: ALTERATION OF AGREEMENT AND WAIVER

Section 23.1. 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 Medical Center 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 for application of any provision of this Agreement agreed upon between the Medical Center and the ONA in writing, shall be binding upon all bargaining unit nurses. 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 23.2. The Medical Center and the ONA each acknowledge that this Agreement has been reached as the result of collective bargaining in good faith by both parties hereto. While it is the intent and purpose of the parties hereto that each of them shall fully perform all obligations by them to be performed in accordance with the terms of this Agreement, the ONA agrees that the Medical Center shall not be obligated to bargain collectively with the ONA during the term of this Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment, and the ONA hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the Medical Center's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

Section 23.3. The Medical Center and the ONA 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 employees covered by this Agreement. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed. None of the benefits, rights or privileges accorded by this Agreement to the ONA or any nurse covered by this Agreement shall survive the expiration or termination of this Agreement.

Section 23.4. 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. The ONA and the Medical Center shall meet within thirty (30) calendar days of the notice of conflict in order to negotiate a revision of the provision.

ARTICLE 24: CLINIC FACILITY NURSES

Section 24.1. The Medical Center recognizes the Ohio Nurses Association as the sole and exclusive representative of the non-supervisory Clinic Facility nurses.

Section 24.1.1. All provisions of this collective bargaining agreement shall apply to Clinic Facility members of the bargaining unit, except as specific sections of this agreement have been modified in this Article 25 solely with respect to Clinic Facility registered nurses. In such provisions that apply to Clinic Facility nurses, "Clinic Facility" will be substituted for the term "Medical Center."

Section 24.2. Seniority. Clinic Facility seniority and Medical Center seniority shall be considered one and the same. Seniority for Clinic Facility nurses shall commence with their date of hire, or April 20, 1995, whichever occurs later.

Section 24.3. Orientation.

(a) All newly employed nurses shall participate in the orientation program based upon their prior experience and their area of permanent assignment.

(b) Subject to the foregoing, the content and operation of the orientation program shall be the sole responsibility of the Medical Center.

Section 24.4. Hours.

(a) Scheduling and assignment of work, including start time, overtime, weekend rotation and holiday rotation will be the responsibility of the Medical Center. The Medical Center will attempt to rotate weekends fairly and equitably among all nurses within the area except where the needs of patients, changes in facilities or methods, or the unavailability of qualified personnel, prevent it from doing so.

Overtime will not be required unless there are no other personnel in the area or on the area's call list immediately available to provide the required staffing coverage.

(b) At least two (2) weeks of a work schedule shall be posted in advance. Deviation from the posted schedule may be made by the Medical Center in order to meet its operational needs. The Medical Center shall give notice of any such changes to nurses affected as far in advance as circumstances reasonably allows and shall first seek to arrange the necessary changes voluntarily.

(c) The normal shift times for the clinic facility are as follows:

8:00 a.m. to 5:00 p.m.

9:00 a.m. to 6:00 p.m.

10:00 a.m. to 7:00 p.m.

11:00 a.m. to 8:00 p.m.

The Medical Center may alter its start/end times based upon facility needs, changes in operation or service upon notice to ONA and after meeting and conferring with ONA.

(d) All nurses shall be allowed a thirty (30) minute meal period on each shift worked, without pay. If a nurse believes that she is required to work through her meal period, she shall obtain the nursing supervisor's approval in advance of the meal period if possible, but in any case at the end of the shift in question.

Section 24.5. Clinic Facility is considered a separate unit or department for call list and down staffing.

ARTICLE 25: PAID TIME OFF

Section 25.1. All full time and regular part time employees shall begin to accrue paid time off ("PTO"), which shall be used for sick, holiday and any other purpose, subject to the terms of this Agreement. Accrual shall be in accordance with Section 3, below.

Section 25.2. Nurses who are on-call for their regular hours will accrue PTO while on-call. This shall not apply to nurses who are on emergency on-call. Paid time off shall begin to accrue on all hours paid, at the following rate for regular full-time and regular part-time employees:

Accrual Rate/Pay Period* (Hours)

	Years of Complete Service				
TOTAL/HOURS	0 < 2	2 < 5	5 < 12	12 < 19	19 +
1.00	7.85	9.08	10.31	11.23	12.15
0.90	7.06	8.17	9.28	10.11	10.94
0.80	6.28	7.26	8.25	8.98	9.72
0.70	5.49	6.35	7.22	7.86	8.51
0.60	4.71	5.45	6.18	6.74	7.29
0.50	3.92	4.54	5.15	5.62	6.08
0.40	3.14	3.63	4.12	4.49	4.86
0.30	2.35	2.72	3.09	3.37	3.65
0.20	1.57	1.82	2.06	2.25	2.43

*Amounts for part time are proportionate

*Rounded to the nearest hundredth

Section 25.2.1.**Annual Accrual Amounts***

(Hours per year)

Years of Complete Service

TOTAL/HOURS	0 < 2	2 < 5	5 < 12	12 < 19	19 +
1.00	204	236	268	292	316
0.90	184	212	241	263	284
0.80	163	189	214	234	253
0.70	143	165	188	204	221
0.60	122	142	161	175	190
0.50	102	118	134	146	158
0.40	82	94	107	117	126
0.30	61	71	80	88	95
0.20	41	47	54	58	63

*Amounts for part time are proportionate

*Rounded to the nearest whole number

Section 25.2.2. Effective January 1, 2010, the PTO balance may not exceed 400 hours. Any accrual that exceeds the Maximum PTO Balance shall be lost.

Section 25.3. Paid time off shall be paid at the employee's base rate of pay for the number of hours of absence.

Section 25.4. At her option, a nurse may use earned paid time off to make up pay lost due to down staffing. A nurse who uses her paid time off for down staffing purposes may take up to two (2) weeks of unpaid time off for vacation purposes to replace the paid time off used for down staffing. During the period of layoff pursuant to Section 11.5, a displaced nurse will not accumulate any additional PTO even if she chooses to receive all or a portion of her accumulated PTO. A displaced nurse shall have the following options with respect to the payout of PTO:

(a) Receive payment of a portion of her entire bank of PTO during the layoff. The Nurse may choose to receive such payments either in a single lump sum payment or in bi-weekly installments in the course of ordinary payroll which shall be in an amount consistent with her FTE status. Any unused PTO shall be banked until she is either recalled or her recall period ends.

(b) Defer the entire payment of all unused accumulated PTO until she is either recalled or her recall period ends.

Section 25.4.1. If the nurse is not recalled and her recall period expires, she shall be paid any accumulated PTO in a single lump sum payment.

Section 25.5. With the exception of the employee's own illness or injury, paid time off must be requested in writing at least two (2) weeks in advance except in emergency circumstances. Unscheduled paid time off may be approved and paid (e.g., in cases of illness or emergency) per

departmental procedures. Requests for scheduled time off may be subject to staffing or other operational needs.

Section 25.5.1. The following shall not be considered occurrences if taken for illness of a nurse or her family: personal holidays; vacation; or sick time taken for the nurse's physician's office visits for emergency situations, procedures and matters that cannot otherwise be scheduled during non-work time.

Section 25.6. Upon termination Employees shall be paid for any accrued but unused paid time off up to their maximum PTO balance in accordance with Article 15. Payment, if any, will be made in payments of not more than eighty (80) hours beginning with the pay period immediately following termination until the PTO balance is exhausted. For individuals retiring, the PTO balance will be paid in a lump sum so as not to affect any social security payments. In the event of death, payment shall be made to the employee's spouse, designee, or estate.

Section 25.7. For the life of this Agreement, a nurse shall have the option of cashing out up to eighty (80) hours of accrued but unused paid time off (PTO), provided the cash out does not reduce the nurse's balance below forty (40) hours. This opportunity to select this cash out election in any combination up to eighty (80) hours of accrued but unused paid time off (PTO) (i.e. 60 and 20, 40 and 40, or all at once) shall occur twice annually during the first week of the month of December and the last week of June. This payment shall be made in a separate payment. To effectuate the replacement of the January cash-out with the December cash-out, in late-2022, December 2022 cash-outs will be permitted even if the nurse already exceeded her 80-hour allowance for the 2022 calendar year. December 2022 cash-outs will be applied to the nurse's maximum allowance for 2023.

Section 25.8. The Medical Center will endeavor throughout the current Agreement to find better ways to inform bargaining unit members their PTO balances and accruals, while these solutions emerge, the Medical Center will provide electronic access to timekeeping systems so that members can view this information.

Section 25.9. Absences relating to COVID will not count as an occurrence and employees will have the option of taking the time off without pay (not taken out of annual EA allotment). Absences related to a side effect of any required vaccine will be paid and shall not count as an occurrence.

ARTICLE 26: SHORT-TERM DISABILITY

Section 26.1. All absences due to illness/injury (single day or multiple days) are paid based on average hours worked in the previous calendar year through the available paid time off ("PTO") balance. PTO shall be used for the first nurses' work week (hired FTE) for any illness or injury. The Plan Administrator shall determine whether the nurse is eligible for coverage under the terms of the Short Term Disability ("STD") plan. The definition of "disability" and other terms of the STD plan are set forth at Appendix D. If the Plan Administrator determines that the medical condition is not compensable, the nurse may file an appeal in accordance with the terms of the plan. Furthermore, if the medical condition is not compensable under the plan, the nurse may apply any accrued PTO.

Section 26.2. A nurse must request from the Plan Administrator short term disability when she has been off work due to illness or injury for the nurse's work week (hired FTE).

Section 26.3. All eligible registered nurses in the employ of the Medical Center shall participate in the Short Term Disability Program offered by the Medical Center at the percentage of base pay

identified in this provision and the table which follows based on the nurse's years of completed service. When on an authorized leave of absence for a qualifying event as defined in Appendix E, after the first work week (hired FTE), the STD benefit will provide the nurses hired pursuant to Table A which follows.

Section 26.3.1. Nurses shall progress through the table as the nurse accumulates years of service. Nurses hired on or after November 1, 2007, shall be required to have a .5 FTE or greater or who have averaged a .5 FTE or greater of worked hours over the previous calendar year and covered by this Agreement in order to be eligible for participation in the Medical Center's Short Term Disability (STD) Program. When on an authorized leave of absence for a qualifying event as defined in Appendix E, after the first work week (hired FTE), the STD benefit will provide the nurses hired on or after November 1, 2007, up to twelve (12) weeks of income protection at 60% of the nurse's base pay beginning after a seven (7) day waiting period. If the nurse has PTO, she may elect to supplement this benefit up to the remaining 40% of her base salary.

Section 26.3.2. A nurse may qualify for STD as a means of compensation. Lack of timely notification by the nurse may cause a delay in the payment of STD. If the level of STD is less than 100% and the nurse has remaining a PTO balance, a combination of payment methods may be processed. If STD is the only method of payment, there is no accrual of PTO and the remaining balance is frozen unless or until the nurse returns to work.

TABLE A

STD BENEFIT FOR NURSES HIRED PRIOR TO OCTOBER 31, 2007

(EQUAL TO % OF PAY)

Years of Completed Service	0 - 9	10 - 19	20+
First Week of STD (second leave week)	90%	100%	100%
STD Weeks 2-6	75%	100%	100%
STD Weeks 7-12	60%	90%	100%

ARTICLE 27: HEALTH AND SAFETY

Section 27.1. At least one (1) bargaining unit representative selected by ONA shall be made a member of the Medical Center's Safety committee.

Section 27.2. It shall be the policy of the Medical Center that the safety of nurses, the protection of work areas, the adequate education and necessary safety practices and the prevention of accidents are a continuing and integral part of its everyday responsibility.

Section 27.3. The Medical Center will have a trained response team which will respond to all emergency situations where physical violence, the threat of physical violence or physical abuse occurs. In cases of a non-emergency nature, a process will be developed whereby the Advisory Committee will make recommendations to the Safety Committee. The Medical Center will encourage RNs who are victims of physical assault in the workplace to recognize the potential emotional impact of an assault and will offer debriefing, stress counseling and the use of the Employee Assistance Program. A nurse physically assaulted at work will be given the opportunity to be free from duty, without loss of pay, for the remainder of that shift.

Section 27.4. The Ohio Nurses Association (ONA) and the Medical Center recognize that problems of a personal nature can have an adverse effect on a Nurse's job performance. Therefore, the parties agree that the Employee Assistance Program (EAP), which is designed to provide professional, confidential assistance to ONA members in resolving their personal problems such as substance abuse, emotional/behavioral problems, family and marital discord, and financial and legal problems, will be continued during the term of this Agreement. The EAP shall be a program to assist ONA members and shall not be used in a punitive manner or as a means of corrective action, however it may be recommended as a means of assisting with problems that adversely affect a nurse's job performance. The Medical Center shall meet with the ONA and its leadership prior to any mandatory referral to the program, in order to discuss options. An employee may at any time volunteer for assistance through the EAP.

Section 27.5. Nurses arriving to work between the hours of 12:00 a.m. and 6:00 a.m. may call in advance or otherwise arrange for a security escort to or from their automobile at the Medical Center. Nurses arriving to work, or leaving the premises, during these hours will be able to drive up to, or exit from, the emergency room area and be escorted to or from their automobile by the security officer stationed in the emergency room area and wait for the security officer in the event he/she is responding to a call, on rounds, or escorting another employee to his/her automobile. The parties recognize the mutual goal of maintaining a safe workplace for all staff of the Medical Center.

Section 27.6. The parties recognize that behavioral health patients in the emergency room create challenges for staffing. The parties will endeavor to work toward a solution through Labor Management Committee and to develop a plan for resolving this ongoing concern.

Section 27.7. Safety of staff, patients, and members of the community must continue to be a priority for both parties, and therefore both must ensure that the Medical Center continues to use best practices for public emergencies or crisis events. This may include implementing ALICE training for all staff and managers, as well as any changes to equipment or facilities necessary to implement or update emergency plans. This topic will therefore remain an agenda item for the Labor Management Committee.

Section 27.8. A nurse shall be provided instruction on the use of all equipment prior to the nurse being asked to use the equipment. If a nurse believes she requires a refresher on equipment, it is her responsibility to request reinstruction in advance of its required use so that patient care is not impeded.

Section 27.9. If, after notification by the nurse and as determined by the Medical Center Infection Control Officer or her designee, a nurse: (i) has been exposed to a serious communicable disease while working at the Medical Center which would pose a risk to patient care in the nurse's current assignment; (ii) is not eligible for workers' compensation or FMLA; and (iii) solely as a result of

such exposure, the Medical Center advises the nurse that no other position for which she is qualified to work at the Medical Center is available and determines the nurse must be on leave temporarily, the nurse will not incur an occurrence for such absence and may utilize PTO.

Section 27.10. A nurse shall be provided instruction on the use of all equipment prior to the nurse being asked to use the equipment. If a nurse believes she requires a refresher on equipment, it is her responsibility to request reinstruction in advance of its required use so that patient care is not impeded.

Section 27.11. Verbal abuse of staff from patients, visitors, or members of the public is not to be tolerated. When a verbal assault occurs, the nurse shall activate a Code Violet. Following the incident, nurses shall record the incident into the appropriate database.

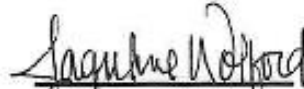
ARTICLE 28: DURATION

This Agreement, effective upon the date of ratification, shall continue in full force and effect without change until 11:59 p.m. September 30, 2025. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to the expiration of this Agreement, give written notice of the termination or amendment to the other party. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect on a year to year basis, subject to termination or amendment by either party on at least ninety (90) days' written notice.

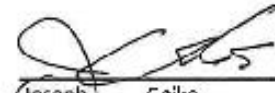
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

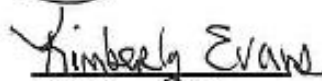
2022 AMC / ONA NEGOTIATION TEAMS


Anne Muelier


Jacqueline Wolford


Gerri Sloan

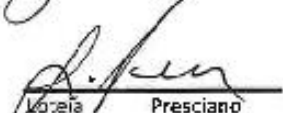

Joseph Chike



Kimberly Evans


Jeff Fedor



Mary Hallman


Jill Koski


Lorela Presciano


Jennifer Sanford


Susan Sisley

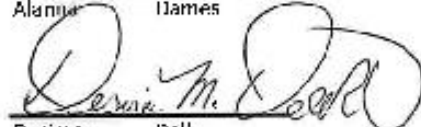

Michael Grantz

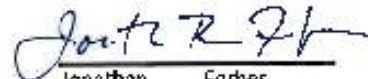

Ryan Smith


Amanda Clark


Heather Curtis


Alanna Dames


Desiree Dell


Jonathan Forbes

APPENDIX A: DUES/FEE DEDUCTION AUTHORIZATION

Ohio Nurses Association/
Local Unit Nurses
Ashtabula County Medical Center
Ashtabula, Ohio

(Print Name, last, first)

DUES/FEE DEDUCTION AUTHORIZATION

I hereby request and authorize ASHTABULA COUNTY MEDICAL CENTER to deduct from my earnings each month such amount as is designated in writing to Ashtabula County Medical Center by the Ohio Nurses Association as constituting my monthly dues or fees to said Association and to transmit the dues or fees so deducted to the Ohio Nurses Association a 3760 Ridge Mill Drive Hilliard, OH 43026

I hereby also request and authorize ASHTABULA COUNTY MEDICAL CENTER to deduct from my earnings each month such amount as is designated in writing to Ashtabula County Medical Center by the Ashtabula County Medical Center Local Unit Nurses as constituting my monthly dues to said Local Unit, and to transmit the dues so deducted to the Local Unit by mailing it to the ONA.

I shall have the right to terminate this authorization at any time upon giving ASHTABULA COUNTY MEDICAL CENTER and the Ohio Nurses Association and the Local Unit Treasurer written notice at least fourteen (14) days before such termination is to become effective.

(Signature)

(Date) EIN #

APPENDIX B: WAGE SCALE

Exhibit A: 8.0% Across the Board Increase Effective First day of first pay period following September 30, 2022

	Staff RN	AHN	HN	Clinic RN
Start	\$32.78	\$33.99	\$36.61	\$25.59
1 Year	\$34.15	\$35.31	\$38.17	\$26.67
2 Year	\$35.11	\$36.33	\$39.23	\$27.46
3 Year	\$36.13	\$37.37	\$40.40	\$28.24
4 Year	\$37.21	\$38.45	\$41.69	\$29.13
5 Year	\$38.49	\$39.73	\$43.10	\$29.99
10 Year	\$39.87	\$41.12	\$44.61	\$30.89
15 Year	\$41.10	\$42.28	\$45.92	\$31.80
20 Year	\$42.13	\$43.34	\$47.07	\$32.58
25 Year	\$43.18	\$44.42	\$48.24	\$33.39
30 Year	\$44.26	\$45.53	\$49.45	\$34.23

Exhibit B: 3.0% Across the Board Increase Effective First day of first pay period following September 30, 2023

	Staff RN	AHN	HN	Clinic RN
Start	\$33.76	\$35.01	\$37.71	\$26.36
1 Year	\$35.17	\$36.37	\$39.32	\$27.47
2 Year	\$36.16	\$37.42	\$40.41	\$28.28
3 Year	\$37.21	\$38.49	\$41.61	\$29.09
4 Year	\$38.33	\$39.60	\$42.94	\$30.00
5 Year	\$39.64	\$40.92	\$44.39	\$30.89
10 Year	\$41.07	\$42.35	\$45.95	\$31.82
15 Year	\$42.33	\$43.55	\$47.30	\$32.75
20 Year	\$43.39	\$44.64	\$48.48	\$33.56
25 Year	\$44.48	\$45.75	\$49.69	\$34.39
30 Year	\$45.59	\$46.90	\$50.93	\$35.26

Exhibit C: 3.0% Across the Board Increase

Effective First day of first pay period following September 30, 2024

	Staff RN	AHN	HN	Clinic RN
Start	\$34.77	\$36.06	\$38.84	\$27.15
1 Year	\$36.23	\$37.46	\$40.50	\$28.29
2 Year	\$37.24	\$38.54	\$41.62	\$29.13
3 Year	\$38.33	\$39.64	\$42.86	\$29.96
4 Year	\$39.48	\$40.79	\$44.23	\$30.90
5 Year	\$40.83	\$42.15	\$45.72	\$31.82
10 Year	\$42.30	\$43.62	\$47.33	\$32.77
15 Year	\$43.60	\$44.86	\$48.72	\$33.73
20 Year	\$44.69	\$45.98	\$49.93	\$34.57
25 Year	\$45.81	\$47.12	\$51.18	\$35.42
30 Year	\$46.96	\$48.31	\$52.46	\$36.32

APPENDIX C: MEDICAL/RX BENEFITS

Plan Provisions	Traditional Health Plan		High Deductible Health Plan	
	Tier 1 (ACMC)	Tier 2 (Cleveland Clinic)	Tier 1 (ACMC)	Tier 2 (Cleveland Clinic)
Annual deductible (Individual/2-party/family)	\$200/\$400/\$600	\$500/\$1,000/\$1,500	\$1,600/\$2,450/\$3,300	\$2,200/\$4,400/\$6,600
Out-of-pocket maximum (Includes deductible)	\$1,750/\$3,500/\$5,000	\$3,000/\$6,000/\$9,000	\$3,650/\$5,800/\$7,700	\$4,700/\$8,400/\$12,100
Co-Insurance	95 / 5	80 / 20	95 / 5	80/20
Lifetime maximum	Unlimited		Unlimited	
Preventive care	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Primary physician office visit	\$10 co-pay	\$10 co-pay*	5%*	20%
Specialist office visit	\$25 co-pay	\$25 co-pay*	5%*	20%*
Inpatient hospital services	5%*	20%*	5%*	20%*
Outpatient hospital services	5%*	20%*	5%*	20%*
Urgent care	\$50 co-pay	\$50 co-pay*	5%*	20%*
Emergency room care	\$100 co-pay		5%*	
Prescription drug deductible (Individual/family)	\$50/\$150		N/A	
Prescription drug out-of- pocket maximum	\$1,500/\$4,500		N/A	
Retail prescription drugs (30-day supply) Generic	\$15*		5%*	
Brand preferred Brand non-preferred	\$50*		5%*	
Specialty	\$60		5%*	
	20%*		5%*	
Mail order prescription drugs (90-day supply) Generic				
Brand preferred Brand non-preferred	\$30*		5%*	
	\$80*		5%*	
	\$100*		5%*	

*After deductible is met

This is a synopsis of coverage only; the benefits summary contains exclusions and limitations that are not shown here. Please refer to the benefits summary for the full scope of coverage.

ACMC MEDICAL/RX BENEFITS

Plan Provisions	Traditional Health Plan		High Deductible Health Plan	
	Tier 1 (ACMC)	Tier 2 (Cleveland Clinic)	Tier 1 (ACMC)	Tier 2 (Cleveland Clinic)
Annual deductible (Individual/2-party/family)	\$200/\$400/\$600	\$500/\$1,000/\$1,500	\$1,600/\$2,450/\$3,300	\$2,200/\$4,400/\$6,600
Out-of-pocket maximum (Includes deductible)	\$1,750/\$3,500/\$5,000	\$3,000/\$6,000/\$9,000	\$3,650/\$5,800/\$7,700	\$4,700/\$8,400/\$12,100
Co-Insurance	95 / 5	80 / 20	95 / 5	80/20
Lifetime maximum	Unlimited		Unlimited	
Preventive care	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Primary physician office visit	\$10 co-pay	\$10 co-pay*	5%*	20%
Specialist office visit	\$25 co-pay	\$25 co-pay*	5%*	20%*
Inpatient hospital services	5%*	20%*	5%*	20%*
Outpatient hospital services	5%*	20%*	5%*	20%*
Urgent care	\$50 co-pay	\$50 co-pay*	5%*	20%*
Emergency room care	\$100 co-pay		5%*	
Prescription drug deductible (Individual/family)	\$50/\$150		N/A	
Prescription drug out-of-pocket maximum	\$1,500/\$4,500		N/A	
Retail prescription drugs (30-day supply)				
Generic	\$15*		5%*	
Brand preferred	\$50*		5%*	
Brand non-preferred	\$60*		5%*	
Specialty	20%*		5%*	
Mail order prescription drugs (90-day supply)				
Generic	\$30*		5%*	
Brand preferred	\$80*		5%*	
Brand non-preferred	\$100*		5%*	

*After deductible is met

This is a synopsis of coverage only; the benefits summary contains exclusions and limitations that are not shown here. Please refer to the benefits summary for the full scope of coverage.

APPENDIX D: DEFINITION OF DISABILITY AND DISABLED

“Totally Disabled” and “Total Disability” mean during the Elimination Period and thereafter because of an Injury or Sickness You meet *all* of the following:

- (a) You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness.

“Residually Disabled” and “Residual Disability” mean during the Elimination Period and thereafter because of an Injury or Sickness, You meet *all* of the following:

- (a) You are unable to do the Material and Substantial Duties of your Own Occupation; *and*
- (b) You are receiving Appropriate Evaluation and Treatment from a Physician for that Injury or Sickness; *and*
- (c) Your Work Earnings are less than 80% of Your Pre-Disability Weekly Earnings.

The loss of a professional license, occupational license or certification does not in itself mean that you are disabled.

Your loss of earnings must be a direct result of Your Sickness, Pregnancy or Injury. Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, pay cuts, and job-sharing will not be considered.

APPENDIX E: PRINCIPLES FOR NURSE STAFFING

INTRODUCTION

Adequate nurse staffing is critical to the delivery of quality patient¹ care. Identifying and maintaining the appropriate number and mix of nursing staff is a problem experienced by nurses at every level in all settings. Regardless of organizational mission, tempering the realities of cost containment and cyclical nursing shortages with the priority of safe, quality care has been difficult, in part, because of the paucity of empirical data to guide decision-making. Since 1994, the recognition of this critical need for such empirical data has driven many American Nurses Association (ANA) activities including identification of nursing-sensitive indicators, establishment of data collection projects using these indicators within the State Nurses Associations (SNAs) and the provision of ongoing lobbying at federal and state levels for inclusion of these data elements within state and national data collection activities. In 1996, the Institute of Medicine produced its report *The Adequacy of Nurse Staffing in Hospitals and Nursing Homes* (Wunderlich, et al./1996) in which it too recognized the need for such data. Despite these efforts, heightened and more immediate attention to issues related to the adequacy of nurse staffing is needed to assure the provision of safe, quality nursing care.

POLICY STATEMENTS

- ☐ Nurse staffing patterns and the level of care provided should not depend upon the type of payor.
- ☐ Evaluation of any staffing system should include quality of work life outcomes as well as patient outcomes.
- ☐ Staffing should be based on achieving quality of patient care indices, meeting organizational outcomes and ensuring that the quality of the nurse's work life is appropriate.

PRINCIPLES

The nine principles identified by the expert pane for nurse staffing and adopted by the ANA Board of Directors on November 24, 1998 are listed below. A discussion of each of the three categories follows the list.

¹ "...the recipients of nursing care are individuals, groups, families or communities . . . the individual recipient of nursing care can be referred to as patient, client, or person . . . The term "patient" is used throughout to provide consistency and brevity . . ." (ANA/1995. *Nursing's Social Policy Statement*).

Wunderlich, G.S., Sloan, F.A. and Davis, C.K. (1996). *Nursing Staff in Hospitals and Nursing Homes: Is it Adequate?* Washington, DC: National Academy Press.

Patient Care Unit Related

- (a) Appropriate staffing levels for a patient care unit reflects analysis of individual and aggregate patient needs.
- (b) There is critical need to either retire or seriously question the usefulness of the concept of nursing hours per patient day (HPPD).
- (c) Unit functions necessary to support delivery of quality patient care must also be considered in determining staffing levels.

Staff Related

- (a) The specific needs of various patient populations should determine the appropriate clinical competencies required of the nurse practicing in that area.
- (b) Registered nurses must have nursing management support and representation at both the operational level and the executive level.
- (c) Clinical support from experienced RNs should be readily available to those RNs with less proficiency.

Institution/Organization Related

- (a) Organizational policy should reflect an organizational climate that values registered nurses and other employees as strategic assets and exhibit a true commitment to filling budgeted positions in a timely manner.
- (b) All institutions should have documented competencies for nursing staff, including agency or supplemental and traveling RNs, for those activities that they have been authorized to perform.
- (c) Organizational policies should recognize the myriad needs of both patients and nursing staff.

I. Patient Care Unit Related

There is a critical need to either retire or seriously question the usefulness of the concept of nursing HPPD. It is becoming increasingly clear that when determining nursing hours of care one size (or formula) does *not* fit all. In fact, staffing is most appropriate and meaningful when it is predicated on a measure of unit intensity that takes into consideration the aggregate population or patients and the associated roles and responsibilities of nursing staff. Such a unit of measure must be operationalized to take into consideration the totality of the patients for whom care is being provided. It must not be predicated on a simple quantification of the needs of the “average” patients but must also include the “outliers.” The following critical factors must be considered in the determination of appropriate staffing (see Table 1):

- Numbers of patients;
- Levels of intensity of the patients for whom care is being provided;
- Contextual issues including architecture and geography of the environment and available technology; and,
- Level of preparation and experience of those providing care.

Appropriate staffing levels for a patient care unit reflects analysis of individual and aggregate patient needs. The following specific patient physical and psychosocial considerations should be taken into account:

- ☐ age and functional ability
- ☐ communication skills
- ☐ cultural and linguistic diversities
- ☐ severity and urgency of admitting condition
- ☐ scheduled procedure(s)
- ☐ ability to meet health care requisites
- ☐ availability of social supports
- ☐ other specific needs identified by the patient and by the registered nurse

Unit functions necessary to support delivery of quality patient care must also be considered in determining staffing levels:

- ☐ unit governance
- ☐ involvement in quality measurement activities
- ☐ development of critical pathways
- ☐ evaluation of practice outcomes

TABLE 1

Matrix for Staffing Decision-Making

Items	Elements/ Definitions
Patients	Patient characteristics and number of patients for whom care is being provided
Intensity of unit and care	Individual patient intensity; across the unit intensity (taking into account the heterogeneity of settings); variability of care; admissions, discharges and transfers; volume
Context	Architecture (geographic dispersion of patients, size and layout of individual patient rooms, arrangement of entire patient care unit(s), and so forth); technology (beepers, cellular phones, computers); same unit or cluster of patients
Expertise	Learning curve for individuals and groups of nurses; staff consistency, continuity and cohesion; cross-training; control of practice; involvement in quality improvement activities; professional expectations; preparation and experience

II. Staff Related. The specific needs of various patient populations should determine the clinical competencies required of the nurse practicing. Role responsibilities and competencies of each nursing staff member should be well articulated, well defined and documented at the operational level (Aiken/1994)². Registered nurses must have nursing management support and representation (first-

² Aiken, L.H., Smith, H.L. and Lake, E.T. (1994) "Lower Medicare morality among a set of hospitals known for good nursing care." *Medical Care*. 32(8), 771-787

line manager) at both the operational level and the executive level (nurse executive) (Aiken/1994). Clinical support from experienced RNs should be readily available to those RNs with less proficiency (McHugh et al./1996)³. The following nurse characteristics should be taken into account when determining staffing:

- ☐ experience with the population being served
- ☐ level of experience (novice to expert)
- ☐ education and preparation, including certification
- ☐ language capabilities
- ☐ tenure on the unit
- ☐ level of control of practice environment
- ☐ degree of involvement in quality initiatives
- ☐ measure of immersion in activities such as nursing research which add to the body of nursing knowledge
- ☐ measure of involvement in inter-disciplinary and collaborative activities regarding patient needs in which the nurse takes part
- ☐ the number and competencies of the clinical and non-clinical support staff the RN must collaborate with and supervise.

III. Institution/Organization Related

Organizational policy should reflect an organizational climate that values registered nurses and other employees as strategic assets and exhibit a true commitment to filling budgeted positions in a timely manner. In addition, personnel policies should reflect the agency's concern for employees' needs and interests (McClure, et al./1983)⁴. All institutions should have documented competencies for nursing staff, including agency or supplemental and traveling RNs, for those activities that they have been authorized to perform (JCAHO/1998)⁵. When floating between units occurs, there should be a systematic plan in place for cross-training of staff to ensure competency (JCAHO/1998). Adequate preparation, resources and information should be provided for those involved at all levels of decision-making. Opportunities must be provided for individuals to be involved to the maximum amount possible in making the decisions that affect them (Williams and Howe/1994)⁶. Finally, any use of disincentives for reporting near misses and errors should be eliminated to foster continuous quality improvement (Leape/1994)⁷.

In addition, the organizational policies should recognize the myriad needs of both patients and nursing staff and provide the following:

³ McHugh, M., West, P., Assatly, C., Duprat, L., Howard, L., Niloff, J., Waldo, K., Wandel, J., Clifford, J. (April 1996). "Establishing an interdisciplinary patient care team." *Journal of Nursing Administration*. 26(f), 21-27.

⁴ McClure, M.L., Poulin, M.A., Sovie, M.D. and Wandelt, M.A. (1983). *Magnet Hospitals: Attraction and Retention of Professional Nurses*. Kansas City, MO: American Nurses Association.

⁵ Joint Commission on the Accreditation of Healthcare Organizations. (1998, January). *Comprehensive Accreditation Manual for Hospitals: The Official Handbook*. Oakbrook Terrace: The Joint Commission on the Accreditation of Healthcare Organizations.

⁶ Williams, T., and Howe, R. (1994) W. Edwards Deming and total quality management: An interpretation for nursing practice. *Journal for Healthcare Quality*, 14(2). 36-39.

⁷ Leape, L. (1994) "Error in Medicine" *Journal of the American Medical Association*, 272, (23), 1851-1857.

- ☐ *effective* and *efficient* support services (transport, clerical, housekeeping, laboratory, and so forth) to reduce time away from patient care and to reduce the need for the RN to engage in “re-work” (Prescott et al./1991)⁸;
- ☐ access to timely, accurate, relevant information provided by communication technology that links clinical, administrative and outcome data;
- ☐ sufficient orientation and preparation including nurse preceptors and nurse experts to ensure RN competency;
- ☐ preparation specific to technology used in providing patient care;
- ☐ necessary time to collaborate with and supervise other staff;
- ☐ support in ethical decision-making;
- ☐ sufficient opportunity for care coordination and arranging for continuity of care and patient and/or family education;
- ☐ adequate time for coordination and supervision of UAP by RNs;
- ☐ processes to facilitate transitions during work redesign, mergers and other major changes in work life (Bridges/1991)⁹;
- ☐ the right for staff to report unsafe conditions or inappropriate staffing without personal consequences; and,
- ☐ a logical method for determining staffing levels and skill mix.

EVALUATION

Adequate numbers of staff are necessary to reach a minimum level of quality patient care services. Ongoing evaluation and benchmarking related to staffing are necessary elements in the provision of quality care. At a minimum, this should include collection and analysis of nursing-sensitive indicators (ANA/1997)¹⁰ and their correlation with other patient care trends. It has been shown that the quality of work life has an impact on the quality of care delivered. Therefore, on an ongoing basis, the following trends should be evaluated:

- ☐ work-related staff illness and injury rates (Shogren and Calkins/1995)¹¹
- ☐ turnover/ vacancy rates
- ☐ overtime rates
- ☐ rate of use of supplemental staffing
- ☐ flexibility of human resources policies and benefit packages

⁸ Prescott, P., Ryan, J.W., Soeken, K.L., Castorr, A.H., Thompson, K.O. and Phillips, C.Y. (1991). “The patient intensity for nursing index: A validity assessment.” *Research in Nursing and Health*, 14, 213-21.

⁹ Bridges, W. (1991). *Managing Transitions: Making the Most of Change*. Reading, MA: Addison-Wesley Publishing Company.

¹⁰ American Nurses Association (1997). *Implementing Nursing’s Report Card: A Study of RN Staffing, Length of Stay and Patient Outcomes*. Washington, DC: American Nurses Publishing.

¹¹ Shogren, B. and Calkins, A. (1995). *Minnesota Nurses Association Research Project on Occupational Injury/Illness in Minnesota Between 1990-1994*. St. Paul, MN, The Minnesota Nurses Association.

- evidence of compliance with applicable federal, state and local regulations
- levels of nurse staff satisfaction

Staffing should be such that the quality of patient care is maintained, the quality of organizational outcomes are met and that the quality of nurses' work life is acceptable. **Changes in staffing levels, including changes in the overall number and/or mix of nursing staff, should be based on analysis of standardized, nursing-sensitive indicators. The effect of these changes should be evaluated using the same criteria.** Caution must be exercised in the interpretation of data related to staffing levels and patterns and patient outcomes in the absence of consistent and meaningful definitions of the variables for which data are being gathered.

RECOMMENDATIONS

Shifting the nursing paradigm away from an industrial model to a professional model would move the industry and organizations away from the technical approach of measuring time and motion to one that examines myriad aspects of using knowledge workers to provide quality care. This shift would spell the end to the "nurse-is-a-nurse-is a nurse" mentality by focusing on the complexity of unit activities and level(s) of nurse competency needed to provide quality patient care. To facilitate this shift, the ANA makes the following recommendations:

- A distinct standardized definition of unit intensity must be developed.
- Factors to be taken into consideration in the development of such a definition include:
 - Number of patients within the unit;
 - Levels of intensity of *all* of the patients for whom care is being provided;
 - Contextual issues, including architecture and geography of the environment and available technology;
 - Level or preparation and experience (i.e. competency) of those providing care.
- Data should be gathered to address the relationship between staffing and patient outcomes including but not limited to:
 - Improvement in health status;
 - Achievement of appropriate self-care;
 - Demonstration of health-promoting behaviors;
 - Patient length of stay or visit;
 - Health-related quality of life;
 - Patient perception of being well cared for; and
 - Symptom management based on guidelines

(Mitchell, et al./1997)¹².

¹² Mitchell, P.H., Heinrich, J., Moritz, P. and Hinshaw, A.S. (1997). Outcome measures and care delivery systems: Introduction and purposes of conference. *Medical Care Supplement*. 35(11) NS1-NS5.

APPENDIX F: NURSING CARE STAFFING COMMITTEE CHARTER

ASHTABULA COUNTY MEDICAL CENTER NURSING CARE STAFFING COMMITTEE CHARTER

PURPOSE

The Medical Center Nursing Care Staffing Committee is to provide collaborative effort for establishing safe staffing guidelines for registered nurses and licensed practical nurses in settings that care for inpatients. In order to create and maintain an effective plan for the Medical Center nurse staffing and comply with ORC §3727.50 – 3727.57, the hospital-wide nursing care staff committee will be utilized to develop a nurse staffing plan which will be reviewed annually. The staffing committee will be guided in its duties by the provisions in the above noted ORC. These guidelines should recognize evidenced based standards, specific patient outcomes and nurse sensitive indicators.

Committee Composition (ORC §3727.51):

The Nursing Care Staffing Committee will consist of:

- ☐ The Medical Center's chief nursing officer (CNO) shall be included as a member of the committee. CNO as a committee chair. Staff nurse council co-chair.
- ☐ At least 50% of the committee's membership shall consist of registered nurses who provide direct patient care in the Medical Center.
- ☐ The number of registered nurses included as members of the committee shall be sufficient to provided adequate representation of all types of nursing care services provided in the Medical Center.
- ☐ Member shall be selected by the Chief Nursing Officer.
- ☐ The committee member who is the CNO shall establish a mechanism for obtaining input from nurses in all inpatient care units who provide direct patient care, regarding what the nursing services staffing plan should include.

Nursing Care and Staffing Committee Composition

Administrative Representatives	Direct Care Nurse Representative
Chief Nursing Officer	Critical Care RN (ICU/ER)
Nurse Managers Representatives	Med-Surg RN (2N/2S/4N) including off shift RNs
Off Shift Nursing Supervisor	Peri Operative RN (OR/PACU/Endo)
Human Resources/Education Representative	Behavioral Health RN
Finance Representative	
CEO or LIS Designee	
	Med-Surg LPN (2N/2S)

Committee members will be selected by the CNO with input from nurse managers and ONA leadership.

Committee Duties and Responsibilities (ORC §3727.52)

- ☐ Evaluate the current existing staffing plans and guidelines for all inpatient units.
- ☐ Recommend a nursing services staffing plan that is at a minimum, consistent with current standards established by private accreditation organizations or governmental entities and addresses the following:
 - The recommendations, implementation, and evaluation of minimum staffing levels for all inpatient care units that ensure that the Medical Center has a staff of competent nurses with specialized skills needed to meet patient needs in accordance with evidence based safe nurse staffing standards;
 - The complexity of complete care, assessment on patient admissions, volume of patient admissions, discharges and transfers, evaluation of the progress of a patient's problems, the amount of time needed for patient education, ongoing physical assessments, planning for a patient's discharge, assessment after a change in patient condition and assessment of the need for patient referrals;
 - Patient acuity and the number of patients for whom care is being provided;
 - The need for ongoing assessment of a unit's patients and its nursing staff levels;
 - The Medical Center's policy for identifying additional nurses who can provide direct patient care when patients' unexpected needs exceed the planned workload for direct care staff.

(ORC §3727.53)

- ☐ Create an evidence-based written nursing services staffing plan guiding the assignment of nurses hospital-wide.
- ☐ The staffing plan shall, at a minimum, reflect current standards established by private accreditation organizations or governmental entities.
- ☐ The plan shall be based on multiple nurse and patient considerations that yield minimum staffing levels for inpatient care units that ensure that the Medical Center has a staff of competent nurses with specialized skills needed to meet patient needs.
- ☐ Recommendations of the committees shall be given significant considerations.

(ORC §3727.54)

At least once a year, the hospital-wide nursing care committee shall do both of the following:

- ☐ Review how the most current nursing services staffing plan does all of the following:
 - ☐ Affect inpatient care outcomes;
 - ☐ Affect clinical management;
 - ☐ Facilitates a delivery system that provides, on a cost-effective basis, quality nursing care consistent with acceptable and prevailing standards of safe nursing care and evidence-based guidelines established by national nursing organizations.

Make recommendations, based on the most recent review, conducted based on the above, regarding how the most current nursing services staffing plan should be revised, if at all.

(ORC §3727.55)

- ☐ To provide flexibility and meet the patient needs, a model shall be identified for adjusting the nursing services staffing plan for each of the inpatient care units.
- ☐ The Medical Center shall have available a copy of the staffing plan to each member of the nursing staff free of charge. A notice shall be posted in a public location in the Medical Center informing the public of the availability of the staffing plan, to include contact information.

Committee Coordinating Activities

- ☐ Name committee chair or co-chairs
- ☐ Define process that will be utilized to select direct care nurse representatives and term of appointment
- ☐ Identify committee members
- ☐ Set meeting dates, times, and locations

Committee Annual Review Activities

Define/identify key metrics to be utilized in evaluating current nursing services staffing plan annually, such as:

Financial reports

- ☐ Productivity reports
- ☐ Medical Center performance reports i.e., cost per discharge
- ☐ Overtime usage
- ☐ Vacancy and turnover rates

Quality and safety reports

- ☐ Core measure performance reports
- ☐ Unit specific quality monitoring reports
- ☐ Staff and patient injury reports

Quality of work life

- ☐ Employee engagement survey
- ☐ Physician satisfaction survey

Patient satisfaction reports

- ☐ Press Ganey
- ☐ HCAHPS
- ☐ Patient/family complaints and grievances

Nursing 2015: Creating a Preferred Future for Nursing Care in Ohio
Ohio Organization of Nurse Executives – Ohio Nurses Association – Ohio Hospital Association
www.ohnurses.org – <http://www.FutureThink.org>

APPENDIX G: MOU -STAFFING

MEMORANDUM OF UNDERSTANDING

STAFFING

The Medical Center and the Ohio Nurses Association agree to implement the following measures no later than January 1, 2012. The parties agree to discuss the implementation of these measures during Labor Management and Nurse Advisory Committees. The measures to be implemented shall include:

1. The utilization of regular unit/shift staff meetings in order to facilitate communication between management and nursing staff.
2. The scheduling of educational staff opportunities on:
 - (a) The “team model” approach to nursing and the nurse’s role in the team model for the purpose of improving patient experience and outcomes;
 - (b) Improved time management skills;
3. The development of procedures that improve patient experiences and HCAHPS scores;
4. The creation of a mentoring program which provides greater engagement between less seasoned nurses and identified volunteer mentors;
5. The conducting of a feasibility analysis of acuity/nursing process systems that would address the realities of patient needs and the time necessary to perform certain tasks and interventions, including non-patient care tasks, but also recognizes the importance of reporting accurately. This feasibility analysis will consider the impact that census, activity of each patient, experience of the staff, staffing mix, number of admissions, number of discharges, number of isolations, and other factors has on patient care;
6. A program designed to Improve the handling of equipment and supplies within the Medical Center in order to relieve the burdens of staff;
7. An assessment of the staffing grid guidelines with special consideration of appropriate staffing levels at the beginning of a shift that takes into account acuity, activity and experience and skills of the staff on duty.

APPENDIX H: SIDE LETTER OF TEAM NURSING MODEL

The Medical Center may begin to utilize licensed practical nurses or other paraprofessionals as part of the staffing mix on the units. Representatives on the affected units will collaborate with the Medical Center in developing and implementing this change in the team nursing model. The following shall be discussed:

- (a) the appropriate staffing mix of each job classification (i.e., RNs, LPNs and other paraprofessionals) based upon the patient mix, acuity level, and skill levels for each job classification;
- (b) the core duties of LPNs and the proper delineation of such duties in written job descriptions based upon nursing scope of practice;
- (c) appropriate orientation of staff nurses in respect to the proper utilization of LPNs in accordance with industry and professional standards;
- (d) appropriate orientation of LPNs to their duties and the appropriate role in the staffing mix; and
- (e) any other issues of mutual concern with respect to the implementation process.

APPENDIX I: SIDE LETTER REGARDING DRUG TESTING

The ONA and Medical Center agree as to the importance of maintaining a drug free work place and realize the detrimental effects that illegal drug use has on employee and patient safety and well-being. To this end, the parties will work together to make sure the prohibited use of controlled substances does not adversely affect the workplace. Accordingly, ACMC will retain the ability to require mandatory drug testing for any employee who management reasonably suspects recently may have been under the illegal influence of controlled substances. ACMC will also have the ability to require any employee who suffers either a work-related injury or accident to submit to a drug test.

Any employee who refuses to submit to mandatory drug testing under these circumstances will be immediately discharged. If the employee refuses to submit to the drug test, they cannot grieve or otherwise claim that ACMC did not have reasonable suspicion to drug test. Similarly, should the employee test positive, that employee will not have the ability to grieve the positive test result.

Finally, the ONA, and its members, promise to actively participate in assisting ACMC in identifying those employees who may be working under the influence of controlled substances.

Effective January 1, 2020, if the Medical Center chooses to implement random drug testing for all of its non-bargaining unit employees, all nurses covered by this Agreement will also be subject to unannounced random drug testing. The testing will be conducted by a qualified, independent third party. Employees will be selected using a computer-based random number generator to ensure a truly random process in which all persons in the testing pool have an equal statistical likelihood for selection, regardless of whether he/she was previously selected. The Medical Center will provide to the independent third party, all employees identification numbers to be used for random selection drawings. The third party will, in turn, furnish the Medical Center with a list of individuals to be tested. Upon selection, the Medical Center will be responsible to notify each employee with the time and location that his/her random testing will be performed. Testing will occur during the employee's regularly scheduled hours and the employee will be paid for time spent complying with the test, including travel time. Any employee's failure to comply with the testing request will be subject to the disciplinary process, up to including termination of his/her employment. If the test results are positive, a Third Party Medical Review Officer will contact the employee to see if there is a medically verifiable reason for the positive test. If verified, then it is reported as a negative test. If it is not verified, then the results are reported as positive. Any nurse whose results are determined to be positive will be managed in accordance with the Medical Center's Substance Abuse Policy.

With the exception of an employee who is working under a last chance agreement, the first positive test will not result in disciplinary action if the employee agrees to, and complies with, treatment prescribed by ACMC Occupational Health. The cost of the treatment, if any, will be borne by the Medical Center.

An employee testing positive for marijuana will not be subject to any requirements of this Appendix if the employee has a medical card issued under the rules of the State of Ohio.

In the event that recreational marijuana becomes legal in the State of Ohio, a positive result for marijuana will not result in the nurse being entered into a program of recovery unless it can be verified that the nurse was under the influence of marijuana during working hours. Nurses will still be subject to reasonable suspicion testing for marijuana. The parties will continue to monitor best practices for testing in this area.

APPENDIX J: CODE OF ETHICS FOR NURSES

Preface: Ethics is an integral part of the foundation of nursing. Nursing has a distinguished history of concern for the welfare of the sick, injured, and vulnerable and for social justice. This concern is embodied in the provision of nursing care to individuals and the community. Nursing encompasses the prevention of illness, the alleviation of suffering, and the protection, promotion, and restoration of health in the care of individuals, families, groups, and communities. Nurses act to change those aspects of social structures that detract from health and well-being. Individuals who become nurses are expected not only to adhere to the ideals and moral norms of the profession but also to embrace them as part of what it means to be a nurse. The ethical tradition of nursing is self-reflective, enduring, and distinctive. A code of ethics makes explicit the primary goals, value, and obligations of the profession.

The Code of Ethics for Nurses serves the following purposes:

- It is a succinct statement of the ethical obligations and duties of every individual who enters the nursing profession.
- It is the profession's nonnegotiable ethical standard.
- It is an expression of nursing's own understanding of its commitment to society.

Provision 1: The nurse practices with compassion and respect for the inherent dignity, worth, and unique attributes of every person.

Provision 2: The nurse's primary commitment is to the patient, whether an individual, family, group, community, or population.

Provision 3: The nurse promotes, advocates for, and protects the rights, health, and safety of the patient

Provision 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.

Provision 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.

Provision 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.

Provision 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.

Provision 8: The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities.

Provision 9: The profession of nursing, collectively through its professional organizations, must articulate nursing values, maintain the integrity of the profession, and integrate principle of social justice into nursing and health policy.

APPENDIX K: PROTESTING OF ASSIGNMENT



PROTESTING OF ASSIGNMENT DOCUMENTATION OF PRACTICE SITUATION

A registered nurse receiving an assignment that in her/his professional judgment places patient(s) or themselves at risk has an obligation to take action. Acting in the interest of patients, the nurse should promptly notify her/his supervisor that because of inadequate staffing, the quality of care and the safety of patients and nurses may be jeopardized.

The Ohio Nurse Practice Act and the ANA Code for Nurses hold the nurse responsible and accountable to her/his patients for the nursing care provided. However, responsibility and accountability for the level of care also resides with the Medical Center, including both Medical Center and nursing administrative staff.

The accompanying “**Assignment Despite Objection**” form may be used to document an assignment which is potentially unsafe for the patients or staff. This form should also be used to document concerns about potentially unsafe conditions that may arise when a nurse may be required to delegate inappropriately to unlicensed nursing assistants.

DO

1. Do notify your supervisor (your unit director, if here; Administrative Supervisor if absent) for help as soon as you realize the problem; the staffing numbers provided are less than what you need to provide proper and safe nursing care.
2. Do state that you will do the best you can if help is denied, but that patients have the right to receive safe professional nursing care.
3. Do fill out the attached form and give it to the nursing supervisor on duty prior to the end of your shift. The Assignment by Objection form is then completed by the nursing supervisor and forwarded to the Chief Nursing Officer for discussion at the next ONA Nurse Advisory Committee meeting. Make a copy for yourself.
4. Do remember that nursing management may discipline a nurse for refusing an assignment. A nurse who has been disciplined for refusing an assignment may file a grievance against the employer for discipline without just cause.
5. Do provide a copy of the form to the ONA steward.

DON'T

1. Don't use the form if you have adequate help. If these forms are used indiscriminately and without justification, it will dilute their usefulness.
2. Don't use the form if you have failed to notify your nursing supervisor in person or by phone of your need for more help. This form is to document your request. If you didn't make the request, you can't use it.

ASSIGNMENT DESPITE OBJECTION

I/we _____

Registered Nurse(s) employed at Ashtabula County Medical Center _____
Unit Shift

hereby protest my/our assignment as: Primary Nurse Charge Nurse RN pulled to unit Other

made to me/us by _____ at _____ on _____ despite
(Supervisor/person in charge) (time) (date)
my objection.

I/we notified _____, Nursing Supervisor at: _____(time) of
our objection.

SECTION II: *Please check all appropriate statements.*

I am objecting this assignment on the grounds that:

- | | |
|--|--|
| ____ Staff not given adequate orientation to the unit/ | ____ The assignment posed a serious threat to health and safety of staff. |
| ____ Inadequate staff for acuity (see below) | ____ The assignment posed a potential threat to the health and safety of patients. |
| ____ The unit was staffed with unqualified or inappropriate personnel. | ____ New patients were transferred or admitted to the unit without adequate staff. |
| | ____ Other (Please explain) |

SECTION III: *Complete to the best of your knowledge the patient census at the time of your objection.*

Patient Census: Start ____ End ____ Unit Capacity ____ Admissions ____ Discharges ____

Factors influencing acuity: Choose those that apply and provide the # of patients each:

____ on respirators ____ complete care ____ on isolation precautions ____ restrained
____ hospice patient

____ require vital signs/nursing assessment more frequently than routine
____ receiving blood product transfusions

____ unusual IV needs, explain: _____

____ other (specify) _____

SECTION IV: *Complete to the best of your knowledge.*

Patient Care Staffing Count:

	RN	LPN	Aide	Other	Clerk/Secretary
Start of Shift					
End of Shift					

SECTION V: Brief statement of problem: _____

As a patient advocate, in accordance with the Nurse Practice Act, this is to confirm that I notified you that, in my professional judgment, this assignment is unsafe and places the patients or staff at risk. I indicate my acceptance of the assignment under protest. It is not my intention to refuse to accept the assignment and thus raise questions of meeting my obligations to the patient or of my refusal to obey an order, which were given. However, I hereby give notice to my employer of the above facts and indicate the reasons for my protest. Copies of this form may be provided to any and all appropriate State and Federal agencies.

Nurse's Signature

(Print Name)

**SUPERVISOR RESPONSE TO
Assignment Despite Objection (ADO)**

1. Were you notified of the ADO being filed? ___yes ___no If yes, time notified_____

2. Was the nurse manager notified of the ADO being filed? ___yes ___no ___not needed

3. Do you feel there was any way this ADO could have been avoided? ___yes ___no

Explain: _____

4. Are you aware of any negative outcomes based on the staffing at the above time stated? ___Yes ___no

Describe: _____

_____ Nursing Supervisor

Date: _____

Time: _____

Completed form is to be sent to the Chief Nursing Officer for review/discussion at the next Nurse Advisory Committee meeting.

APPENDIX L: GRIEVANCE FORM



GRIEVANCE FORM

Date:

Grievant's Name:	
Work Area:	
Step:	
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:

 Any other applicable provisions of the contract.
--

Remedy Requested:

 And anything else to make the registered nurse whole.

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

Signed: _____ Signed: _____

(Employee)

(ONA Officer)

MANAGEMENT REPLIES

STEP 1: _____

Date: _____ Signed: _____

Approve Grievance _____ Deny Grievance _____ No Grievance _____

I wish to appeal this grievance to Step 2:

Grievant/ONA Representative's Initials

Date

STEP 2: _____

Approve Grievance _____ Deny Grievance _____ No Grievance _____

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

Approve Grievance _____ Deny Grievance _____ No Grievance _____

APPENDIX M: WEEKEND WORK PROGRAM MOU

1. Within 14 days following contract ratification, ACMC will make available weekend work positions in each 24/7 department.
2. Weekend work opportunities will be available on every shift. The positions will be offered to nurses in the unit only and awarded on the basis of seniority among the nurses who hold position on that shift. A nurse will not be permitted to change shifts in order to obtain a weekend work program position, unless there is an RN vacancy in the unit on another shift. These employees will be considered to be in the “Weekend Work Program, WWP”.
3. Weekends are defined as 7:00 pm on Friday to 7:00 am on Monday.
4. WWP full-time employees will be required to schedule themselves 2 consecutive weekend shifts within the same weekend, and 1 additional shift during the week; or a night shift full-time nurse may schedule themselves for 3 consecutive weekend shifts.
5. WWP part-time employees will be required to schedule themselves 2 consecutive weekend shifts within the same weekend.
6. Notwithstanding items 4 and 5 of this MOU, WWP employees will be permitted to trade with another nurse to work a different weekend shift and still receive the weekend pay even if the trade results in non-consecutive weekend shifts.
7. Hours scheduled during the week may not be used to satisfy the weekend work commitment.
8. Weekend Pay: WWP day-shift nurses will receive a 25% differential for their weekend hours worked, in addition to whatever differentials that may apply pursuant to Article 19, Section 19.6. Article 19, Section 19.7 shall not apply.
9. Weekend pay will not be paid for PTO or leaves.
10. Holiday requirements are the same as for other bargaining unit nurses. If a holiday that the WWP nurse is required to work falls on a weekend shift, the nurse will receive holiday pay for the applicable holiday and weekend pay for other weekend shifts worked.
11. If ACMC moves a WWP nurse off of a weekend shift and requires her to work a non-weekend shift because of scheduling requirements, she will receive weekend pay for the non-weekend shift.
12. A WWP nurse shall make a three (3) month commitment to the program. Thereafter, should the nurse wish to leave the WWP, she shall upon thirty (30) day notice to her immediate supervisor, be returned to non-WWP status within her same shift, department and FTE. The Medical Center may then post the WWP position to make it available to other nurses in the department.
13. As vacancies occur in any department, the Medical Center may post the vacancy as part of the Weekend Work Program and it will be filled pursuant to Article 12 of the CBA.

APPENDIX N: MOU REGARDING SHIFT INCENTIVES

The Memorandum of Understanding below (originally of December 2021) will be triggered for any unit which the parties agree has critical staffing levels based on a review of the upcoming schedule, and/or critical unforeseen events.

1. **Open Shift Premium:** APMC shall pay bargaining unit nurses a thirty-dollar (\$30) per hour premium rate for any shift that a nurse accepts and works from APMC's "Open Shift List" created pursuant to Section 10.2 of the CBA (the "Open Shift Premium"). The Open Shift Premium will be administered in accordance with Sections 10.2 and 10.5 of the CBA, subject to the following conditions:
 - a. In order to qualify for any Open Shift Premium pay, the nurse must work each of her regularly scheduled shifts during the payroll period-in which he or she works the Open Shift(s).
 - b. The Open Shift Premium will be added to the nurse's base hourly wage and to any other contractually designated premiums to which the nurse is otherwise entitled. However, Open Shift Premium pay will not be considered when determining a nurse's base wage rate for short-term disability leave, long-term disability payments, life insurance payments, or other benefits.
 - c. Open Shift Premiums will be paid out in accordance with APMC's normal payroll procedures, and will be factored into APMC's calculation of the nurse's regular rate for overtime purposes and for purposes of calculating rate of pay pursuant to Article 10, Section 10.5.1, as well as her base rate for retirement-contribution purposes.
 - d. Although nurses may generally accept as many Open Shifts as they wish, the Medical Center reserves the right to decline Open Shift assignments that, if accepted, would result in the nurse working in excess of 16 hours in any 24-hour period.
2. **Call List Premium:** APMC will pay bargaining unit nurses a thirty-dollar (\$30) per hour premium rate for any shift that a nurse picks up from the call list, including helping hands call lists. There will be no change in the call list process. The call list premium will be added to the nurse's base hourly wage and to any other contractually designated premiums to which the nurse is otherwise entitled. However, the call list premium will not be considered when determining a nurse's base wage rate for short-term disability leave, long-term disability payments, life insurance benefits, and other payments. Call list premiums will be paid in accordance with APMC's normal payroll procedures and will be factored into APMC's calculation of the nurse's regular rate of pay pursuant to Article 10, Section 10.5.1.
3. **Mandatory Overtime Premium:** For bargaining unit nurses in departments where mandatory overtime is required, APMC will pay a thirty-dollar (\$30) per hour premium rate for all hours worked pursuant to the conditions described in Article 10.7.1, with the following exception: if a nurse receives "mandatory call" because of holes in the call schedule due to the staffing shortage, he/she shall receive the thirty-dollar per hour premium rate for all hours actually worked while on "mandatory call". The Mandatory Overtime Premium will not be paid when a nurse is required to come into work while on-call, unless the nurse comes into work while on "mandatory call". The Mandatory Overtime Premium will be added to the nurse's base wage and will be factored into

ACMC's calculation of the nurse's regular rate for overtime purposes and other contractually designated premiums to which the nurse is entitled, as well as her base rate for retirement-contribution purposes. However, the Mandatory Overtime Premium will not be considered when determining a nurse's base wage rate for short-term disability leave, long term disability payments, life insurance payments, or other benefits.

4. **Additional Call Premium:** For nurses in specialty units (Post-Anesthesia Care, Endoscopy, and Operating Room), nurses who pick up extra "on call" shifts (beyond their normal call rotations) shall be paid at a rate of \$150 per additional 12-hour call-shift.
5. The parties also agree to evaluate the effectiveness of the additional shift incentives and premiums in relieving staffing shortages in all units at the parties' monthly Labor Management Committee meetings.
6. Except as expressly stated herein, this MOU shall not be construed to modify, abridge, or expand the terms of the parties' existing collective bargaining agreement.

APPENDIX O: SIDE LETTER REGARDING OB UNIT

This is to confirm the agreement reached between the Ohio Nurses Association, “Union” and the Ashtabula County Medical Center, “Medical Center” during the successor contract negotiations in 2022, regarding contract provisions relating to working conditions for bargaining unit nurses in the former Obstetrics unit, which was closed by the Medical Center in 2020. The parties agreed as follows:

1. References to the Obstetrics unit from the 2019 collective bargaining agreement will be deleted as housekeeping changes in the 2022 agreement.
2. In the event the Medical Center elects to re-open the Obstetrics unit, the provisions from the 2019 agreement will be reinstated, and/or the parties could agree to bargain over new or additional terms applicable to OB bargaining unit nurses.