

# **AGREEMENT**

*Between*

*The*

**Ohio Nurses Association/AFT, AFL-CIO**

*and*

**Coshocton Regional Medical Center**

April 6, 2023 to May 31, 2026

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## ARTICLE 1

### Recognition

Section 1. The Hospital recognizes ONA as the sole and exclusive representative of all Full-Time (FT), Part-time (PT) and Per Diem (PD) non-supervisory registered nurses employed by the Hospital, including the classification of staff nurse, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other terms or conditions of employment, but excluding all supervisors, managers, and agency nurses.

Section 2. 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;
- d) Provide relief for lunches, breaks, education programs, etc.;
- e) Coverage of absences not covered by available bargaining unit members;
- f) Maintenance of the supervisor's clinical competency.

No bargaining unit position shall be permanently filled by a member of nursing supervision.

The Hospital does not intend to utilize nurses employed by temporary staffing agencies on a permanent basis. The Hospital does not intend to utilize temporary nurses hired directly for longer than ninety (90) days.

Section 3. The Employer shall not permit any employee who is not a registered nurse to perform any duty which is limited by law to registered nurses.

Section 4. The parties agree that all registered nurses employed in a classification established in Section 1 of Article 1 of this Agreement are bargaining unit employees, although they may perform supervisory duties from time to time during the course of their employment.

Section 5. Whenever the feminine pronoun or adjective is used in this Agreement, the masculine pronoun or adjective is also intended.

Section 6. Upon ratification and printing of this Agreement, copies shall be provided to all members of the bargaining unit and for use of the Hospital. The cost of preparation of such copies of this Agreement shall be borne equally by the Hospital and ONA. In addition, a finalized

electronic version of this Agreement will be made available to all members of the bargaining unit and Hospital personnel as appropriate.

Section 7. If controlling interest in the Hospital is transferred, ONA will be provided with written notice no later than sixty (60) days following such transfer.

## **ARTICLE 2**

### **Management Rights**

Section 1. Subject only to the restrictions and regulations expressly specified in this Agreement, the Hospital exclusively retains the right to operation, control, and management of the Hospital's facilities and operations, including the supervision and direction of nursing work forces.

The retained right to manage includes but is not limited to:

- a) Determine its business mission, objectives, strategy, purpose and policies;
- b) Plan, direct, control, and determine the operations or services to be performed by nurses;
- c) Determine the services offered;
- d) Direct its nurses, including the right to determine the shifts and number of hours to be worked by nurses, as well as the duties to be performed and the assignment of nurses as to numbers employed for any task or operation;
- e) Hire, transfer, and promote nurses;
- f) Determine the size of the nursing staff;
- g) Establish job descriptions, including the qualifications required and duties to be performed for job classifications, including areas worked;
- h) Modify job descriptions and job postings for open or vacated positions;

- i) Establish daily and weekly work schedules and shift assignments;
- j) Relocate nurses' location of work within the City of Coshocton limits;
- k) Determine or change the equipment, methods, processes, and means by which its operations are to be carried out;
- l) Suspend, discharge or take other disciplinary action against nurses for just cause;
- m) Determine qualifications needed to perform in a position, including evaluating performance of job duties to maintain patient safety;
- n) Create and maintain policies and procedures for the operations of the Hospital;
- o) Establish, modify, and abolish award or reward programs that do not provide direct economic benefits.

Section 2. The parties agree that the Hospital's Employee Handbook contains additional work rules and procedures not included in this Agreement. The Handbook shall apply to nurses to the extent that it does not conflict with any provision of this Agreement; however, ONA retains the right to bargain over the effects of any Handbook or policy changes that have an impact on nurses' working conditions or employment. Bargaining unit nurses' compensation and benefits will be governed solely by the terms of this Agreement.

Section 3. The Hospital retains the right, whether enumerated here or not, to carry out the ordinary and customary functions of management.

### **ARTICLE 3**

#### **ONA Visitation**

Section 1. Upon prior notice to the Administrator or his/her designee, the Hospital shall allow representatives of ONA to visit the Hospital during normal working hours, as long as it does not interfere with the orderly operation of the Hospital or with the regular working schedule of any nurse.

Section 2. Following ratification of this Agreement, the Hospital shall permit local unit elections and votes to be held on Hospital premises, provided approval is requested through Human Resources at least twenty four (24) hours in advance and space is available.

## ARTICLE 4

### ONA Membership & Activity

Section 1. All Full-Time (FT), Part-time (PT) and Per Diem (PD) nurses presently employed who belong to the Ohio Nurses Association shall as a condition of employment maintain their membership in good standing with that organization or pay a fair-share fee as permitted by law, and all new nurses shall as a condition of employment become members in good standing or pay a fair-share fee as permitted by law, no later than the thirty-first (31<sup>st</sup>) day of employment and shall maintain such membership or fair share fee as permitted by law. ONA agrees to indemnify and save the Hospital harmless for any action growing out of a discharge effected at the request of ONA. The Unit Chairperson will be notified in writing with the name, department, and starting date of all new hires into the bargaining unit within a week of the Hospital hiring the employee.

The deduction of the fair share fee from a nurse's paycheck requires a written authorization for payroll deduction. Payment to ONA of any fair share fees shall be made in accordance with regular dues deduction.

Section 2. The Hospital agrees to deduct monthly ONA state and Local Unit dues in whatever sum is designated in writing by ONA and the Local Unit Chair, respectively, (which amounts may not be changed more than one (1) time in a calendar year), from the pay of a nurse upon receipt of a voluntary written authorization executed for that purpose by the nurse.

Section 3. Dues deduction will be made from the secondary pay period of each month.

Section 4. The Hospital's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse who signed the authorization or when such nurse ceases to be employed by the Hospital in a position described in Article 1 and covered by this Agreement.

Section 5. Deductions provided in this Article shall be transmitted to ONA and the Local Unit Chair, no later than ten (10) days after such deductions are made. The Hospital will furnish ONA and the Local Unit Chair, together, its check for the deducted dues, and an alphabetical list of all nurses whose dues have been deducted. The Hospital shall at the same time provide ONA and the Local Unit Chair with a list of the names of all nurses hired, granted leaves of absence, terminated, or otherwise leaving the bargaining unit in the preceding month.

Section 6. ONA agrees that it will indemnify and save the Hospital harmless from any action growing out of the deductions and commenced by a nurse against the Hospital, and assumes

full responsibility for the disposition of the dues so deducted once they have been turned over to ONA.

Section 7. The Hospital will provide ONA and the Local Unit Chair with a monthly list in an electronic format of all nurses in the bargaining unit, showing name, Employee Identification Number, title, address as shown in the Hospital records, telephone number, unit, date of hire, seniority, shift, FTE status, and rate of pay.

Section 8. The Hospital will provide ONA use of four (4) bulletin boards in the following areas of the Hospital for exclusive use by ONA. The boards shall continue to be located on the first (1<sup>st</sup>) floor hallway near the job bid board in a locked glass enclosed board, on the fourth (4<sup>th</sup>) floor in the nurses' break room, on the third (3<sup>rd</sup>) floor in the nurses' break room, and the other agreed upon non-patient care areas. The ONA boards located on the fourth (4<sup>th</sup>) third (3<sup>rd</sup>) floors, shall be accessible by ONA local leadership and the boards shall measure not less than 24" by 24" for ONA exclusive postings. The bulletin boards shall be used only for notices concerning meetings and other ONA business or social, recreational, or education meetings.

Notices posted on the bulletin boards shall not be obscene in nature or exceed nurses' right to protected speech as determined by the NLRB. Notices to be posted will be delivered to the Director of Human Resources, or his designee, and shall be posted promptly provided all notices comply with the requirements set forth above.

Section 9. As part of a new nurse's orientation, they shall attend a thirty (30) minute session to meet with an ONA representative to receive a copy of this Agreement and an overview of ONA. The Employer will make reasonable efforts to be consistent in the scheduling of its orientation and will provide ONA with reasonable notice of said orientation dates. This meeting shall be held during normal working hours, but not while ONA representative is scheduled to care for patients and shall not involve the payment of overtime.

Section 10. Members of the negotiating committee shall be excused from duty each day of negotiations, and those nurses working between 11:00 pm and 7:00 am the day prior to and after negotiating sessions, conditioned upon staffing needs and supervisor approval. Time lost from work up to the normal hours the nurse would have worked shall be counted as days worked for purposes of computing seniority and benefits. After receiving a notice to amend the contract, the parties will schedule negotiation dates prior to the posting of the next schedule so that nurses have the ability to schedule enough time to meet their FTE. In the event that a nurse cannot schedule their full hours, the nurse will have the option of using PTO for negotiations.

## **ARTICLE 5**

### **No Withdrawal of Nursing Services & No Lockout**

Section 1. During the term of this Agreement, ONA shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any nurse instigate or participate, directly or indirectly, in any mass resignation or concerted withdrawal of nursing services, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of the Hospital. ONA shall cooperate with the Hospital and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. Any nurse who violates Section 1 of this Article shall be subject to discharge or other disciplinary action. Such disciplinary action shall be subject to Article 6 of this Agreement. In the event there is any mass resignation or other concerted withdrawal of nursing services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

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

Section 4. In the event the Hospital claims that there has been a breach of Section 1 of this Article and files a complaint against ONA, with the Court of Common Pleas for the County of Coshocton, State of Ohio, alleging such breach, ONA agrees to voluntarily enter an appearance before the said Court within twenty four (24) hours of having been notified of the filing of such complaint.

Section 5. The Hospital shall not lock out any or all of its nurses during the term of this Agreement.

## **ARTICLE 6**

### **Discipline**

Section 1. The Hospital shall have the right to discipline or discharge any nurse for just cause. If a nurse is required to attend an investigatory and disciplinary meeting, the nurse shall have the right to an ONA representative present and advanced knowledge of the subject matter of the meeting. If no ONA representative is available in person or via telephone/video conferencing, with reasonable time to caucus, the nurse may require the presence of another bargaining unit member, or the Hospital may postpone the meeting until an ONA rep is available.

Section 2. Signature of a discipline indicates receipt thereof and not agreement with the discipline, including any underlying facts that may be in dispute. Prior to the suspension or termination of a nurse, the Hospital will notify the ONA local president as soon as practicable.

Section 3. All discipline may be subject to the Grievance Procedure. Should the discipline be a suspension or termination, it may be placed at Step 2 of the Grievance Procedure, if a grievance is filed.

Section 4. Disciplinary actions that are more than twelve (12) months old shall not be considered in the application of progressive discipline; however, the following disciplines may be considered for up to eighteen (18) months:

- a) Final written warnings for discrimination and harassment;
- b) Suspensions of three (3) days or more, except suspensions for absenteeism.

## **ARTICLE 7**

### **No Discrimination**

Section 1. Neither the Hospital nor ONA shall discriminate against any Employee on account of race, sex, age, religion, race, color, national origin, disability, veteran's status, military status, marital status, sexual orientation, gender identity, genetic information, ancestry, union membership or activity protected under the NLRA, or other basis in violation of any applicable federal, state, or local laws. The Hospital and ONA also agree that they shall comply with the Americans with Disabilities Act and where such compliance requires departure from provisions of this Agreement, the Hospital shall notify ONA and, upon request, shall meet and confer on the proposed action and any alternative proposals by ONA.

## ARTICLE 8

### Grievance Procedure

Section 1. For the purposes of this Agreement, the term “grievance” is defined as a disagreement between the Hospital and the nurse, or between the Hospital and the ONA concerning the interpretation and/or application of or compliance with any provisions of this Agreement, as well as the reasonableness, compliance with, or application of the Employer’s work rules. When any such grievance does arise, the following procedure shall be followed:

Step 1: A nurse, or ONA local leadership, shall first discuss the subject matter of a grievance with the member’s immediate supervisor or House Supervisor during non-regular business hours. An ONA local representative shall have the right to be present at this meeting.

Step 2: If the grievance cannot be resolved in this discussion, the subject matter of the grievance shall be presented in writing to the appropriate Nursing Manager and sent to the designated Hospital email address for said grievances within ten (10) working days after the nurse, or ONA local leadership, had knowledge of the event upon which the grievance is based. The grievance as written shall contain complete details of the grievance, the approximate time and date of the occurrence on which the grievance is based, and the resolution or remedy requested. The written grievance shall be dated and signed by the grievant unless impracticable for the grievant to do so. The Nursing Manager shall schedule a meeting with the nurse and the ONA local leadership and give her answer to the grievance, in writing, within ten (10) working days after the grievance meeting. An ONA representative shall have the right to be present for the meeting with the Nursing Manager.

Step 3: If the grievance is not satisfactorily resolved at Step 1, the nurse, the ONA, or the ONA local leadership may submit an appeal of the Step 1 answer to the Chief Nursing Officer within ten (10) working days after receipt by ONA local leadership of the Nursing Manager’s answer. The Chief Nursing Officer shall schedule a meeting and give her answer, in writing, within ten (10) working days after the meeting. An ONA representative shall have the right to be present at the meeting with the Chief Nursing Officer.

Step 4: Mediation. If the grievance is not satisfactorily resolved at Step 2, the parties may mutually agree to mediation with a mutually chosen Federal Mediation and Conciliation Services mediator. The request for mediation must be made within ten (10) working days following the CNO’s answer in writing. The Hospital and

ONA agree that they will make every effort to provide each other any and all information, which will facilitate the resolution of the outstanding grievance. At the grievance mediation session, the mediator shall hear all the issues presented by both parties, and aid in creating alternative options to resolve the grievance. Any grievance settlement, be it a compromise between the parties, and/or fully or partially granted or withdrawn grievance, shall be in writing and signed at the grievance mediation session. Any settlement discussion held in the course of the grievance mediation process shall be considered confidential. Either party reserves the right to advance the grievance immediately to arbitration if either party declines mediation.

Step 5: Arbitration. If the grievance is not satisfactorily resolved through mediation or at Step 2, it may be submitted to an impartial arbitrator for disposition upon the request of ONA. The request shall be made, in writing, within twenty (20) working days after the completion of mediation or Chief Nursing Officer has given her written answer to Step 2. If the parties cannot agree upon an impartial arbitrator, she shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not add to, subtract from, or modify any of the provisions, terms, or conditions of this Agreement. The decision of the arbitrator shall be final and binding upon all nurses, the ONA, and the Hospital. The fees and expenses of the arbitrator, and the cost of the transcript of the record, if ordered by both parties, shall be borne equally by the parties. The arbitrator shall render her decision within thirty (30) days after the close of the hearing or submission of post-hearing briefs.

Section 2. The time limitations provided for in this Article may be extended by mutual agreement of the Hospital and ONA. Working days as used throughout this Agreement shall not include Saturdays, Sundays, or 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 particular grievance accepted by ONA or not appealed shall be the final and conclusive and binding upon the grievant, the Hospital, and ONA, with reference to the specific individuals, dates, and subject matter involved in said grievance. A grievance not answered within the time limits set forth herein shall automatically advance to Step 2, however, there shall be no such automatic advance to mediation or arbitration.

Section 3. A grievance which affects a substantial number of nurses or which involves the disciplinary suspension or discharge of a nurse shall initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of nurses may be filed by ONA.

Section 4. Grievances may be processed by the nurse filing the grievance and the Unit Chair with the Hospital during their normal scheduled working hours if there is no interference with the operational needs of the Hospital or patient care.

Section 5. All Hospital responses provided for under this Article shall be electronically delivered by Hospital email to the identified ONA Local Unit representatives and the grievant at the grievant's Hospital email address (if applicable); for Step 2. In addition, the Hospital shall electronically deliver Hospital responses by Hospital email to the ONA Columbus Representative.

## **ARTICLE 9**

### **Employment Categories**

Section 1. Per Diem Nurses. Per Diem nurses are those nurses who work on an "as needed" basis. Per Diem nurses are required to provide a schedule to work at least forty-eight (48) hours per six (6) week scheduling period, with twelve (12) of these hours scheduled on a Saturday (if vacancies dictate a need to change the weekend day, the Hospital will give ONA notice of said changes) to remain an active staff member. If a Per Diem nurse self-cancels or otherwise advises that she cannot work a date that she otherwise indicated that she will work, unless the per diem nurse can obtain coverage for said shift or otherwise pick up an additional vacant shift, the Per Diem nurse will be managed according to the Employer's attendance policy. If a Per Diem nurse does not fulfill these requirements over a consecutive six (6) week scheduling period, it will be considered a voluntary resignation.

A Per Diem nurse, who cannot fulfill his/her forty-eight (48) hour per diem obligation during the six (6) week scheduling period, because he/she is experiencing a "serious health condition" for the employee only (excluding spouse, child or other family member) as the term is defined by the U.S. Department of Labor for the Family Medical Leave Act, will be excused from satisfying his/her forty-eight (48) hour per diem obligation if:

- A. The Per Diem nurse has had one year of service at the Hospital prior to the commencement of the six (6) week scheduling period at issue; and
- B. The Per Diem nurse satisfied his/her forty-eight (48) hour per diem obligation for the four (4) six (6) week scheduling periods immediately prior to the six (6) week scheduling period at issue; and
- C. The Per Diem nurse has not been excused from his/her forty-eight (48) hour per diem obligation for any other six (6) week scheduling period during the term of this Agreement.

Nothing in this provision can or shall be interpreted as extending the protections of the Family Medical Leave Act to any Per Diem nurse.

Section 2. Holidays. There is a requirement of one major (Thanksgiving, Christmas, and New Year's Day) and one minor holiday per year (Memorial Day, Independence Day, Labor Day, Day after Thanksgiving). When working a Hospital-recognized holiday, a Per Diem nurse will be paid at the same holiday rate as a full-time and part-time nurse.

Section 3. Cancelled Shifts. If, due to a change in patient census or acuity, the nurse's scheduled shift is not required, the Hospital may cancel the shift with at least two (2) hours' advance notice. A shift cancelled by the Hospital will still be counted toward a Per Diem nurse's work requirements. Nurses may only be placed in Per Diem status by mutual agreement.

Section 4. ONA Membership. All Per Diem nurses employed by the Hospital, who work one hundred twenty (120) hours or more per calendar quarter shall, as a condition of continued employment, become members in good standing of ONA or pay a service fee no later than the thirty first (31<sup>st</sup>) day after the calendar quarter of one hundred twenty (120) accrued hours. Membership shall be maintained for one calendar year from the qualifying quarter and continue so long as the Per Diem nurse continues to meet the criteria as stated in this provision.

Section 5. Traveling/Agency Nurses.

- (a) Orientation. All traveling/agency nurses will be required to complete orientation, as determined by the Hospital, prior to working on the floor.
- (b) Scheduling. Traveling/Agency nurses may not be scheduled unless there is operational need.
- (c) No traveling/agency nurse will be assigned as a charge nurse, unless there are no full-time, part-time or per diem nurses available to full the assignment.

## ARTICLE 10

### **Hours of Work**

Section 1. Work Week. A nurse will have a regularly scheduled shift of eight (8) hours, ten (10) hours, or twelve (12) hours. Upon agreement of the affected nurse, a nurse may have a work schedule consisting of a shift not listed above. A work week starts at 12:00 a.m. Sunday and is continuous until the following Saturday at 11:59 p.m. A nurse shall not work more than three (3) consecutive twelve (12) hour shifts in a row without her consent.

Nurses will not be pre-scheduled above their Full Time Equivalent (FTE) without the nurse's consent; however, they shall still be subject to this Agreement's mandatory overtime provisions. No nurse may be scheduled more than sixteen (16) hours in a twenty-four (24) hour period except for on-call.

Section 2. Full-Time Nurse. Nurses who are regularly scheduled to work thirty-six (36) to forty (40) hours in a work week.

Section 3. Part-Time Nurse. Nurses who are regularly scheduled less than thirty-six (36) hours in a work week but not less than twenty (20) hours in a work week.

Section 4. Weekend Definition. The term “weekend” as used in this Agreement shall mean those shifts normally commencing at 7:00 p.m. each Friday and ending at 7:00 a.m. on Monday. A nurse who works any two (2) consecutive scheduled shifts during the weekend shall be considered to have worked one (1) weekend.

It is a shared goal between the parties that nurses working twelve-hour shifts will work a maximum of every third weekend, unless by mutual consent of the nurse. When staffing does not permit every third weekend, an “alternative weekend rotation” will be implemented in which each nurse will be required to pick-up one additional weekend through self-scheduling.

Ex. If there are seven (7) nurses employed on that unit, each nurse will be designated to work one additional weekend, over their every third rotation, for the following seven weeks on a rotating basis.

Ex. If there are nine (9) nurses employed on that unit, each nurse will be designated to work one additional weekend, over their every third rotation, for the following (9) weeks on a rotating basis.

Weekend rotations may be adjusted when schedules are interrupted due to holidays or vacations. Weekend patterns may be changed upon consultation with the affected nurse and the Hospital. Unless on an approved leave, absences on scheduled weekend shifts will be made up. In the event a nurse requests to utilize paid-time off on their scheduled weekend, it is the responsibility of the nurse to find coverage.

Section 5. A self-scheduling program shall be utilized; however, the Hospital retains final control over the schedule and assignment of staffing. The schedule shall be posted at least fourteen (14) days in advance of the start of the schedule. For purposes of prioritization of scheduling, the work shall be assigned to full-time and part-time nurses before per diem and travel nurses, on a fair and equitable basis.

Section 6. Additional Hours. Nurses are able to agree to work additional hours beyond their scheduled FTE, either prior to or after the schedule being posted or as staffing holes arise. Once a nurse has been informed by her supervisor that she's been awarded the shift, she shall be obligated to the Hospital as if it were a pre-scheduled shift. The Hospital has the right to prioritize nurses working straight-time hours over nurses who would be in overtime status.

In the interest of continuity of patient care, preference will be given to nurses who sign up for the shift as the shift is posted, i.e., 2 hours, 4 hours, 8 hours, 12 hours.

Section 7. Shift Alterations. If the Hospital determines a need to change a unit's scheduling, it shall provide a thirty (30) day notice to ONA, or as soon as practicable, and meet with the affected nurses to discuss the effects of the change.

Hospital initiated changes in scheduling will first seek volunteers. If volunteers are not obtained, mandatory schedule changes will start by inverse seniority.

The Hospital shall have the right to vary the starting time of any shift on a particular day in order to meet the varying staffing needs due to fluctuations in patient census volume, or acuity level.

Section 8. Nurses shall be entitled to one thirty (30) minute unpaid lunch period per shift. Eight (8) hour nurses shall receive a fifteen (15) minute break and twelve (12) hour nurses shall receive two (2) fifteen (15) minute breaks. Lunches and breaks shall be scheduled throughout the day to provide adequate coverage, with the supervisor temporarily covering if needed. If there is inadequate coverage for a nurse to take a lunch, the supervisor will approve payment for the lunch period worked and the nurse will not clock out for a lunch period for the day.

## ARTICLE 11

### **Position Posting & Filling of Vacancies**

Section 1. Definition. For the purposes of this Article, "vacancy" means a vacated or newly created position at the Hospital but does not include an approved voluntary reduction in hours.

Section 2. Posting Period. Openings for vacancies covered by this Agreement are posted for a minimum of five (5) calendar days. A copy of the most recent job postings will be made available on the internet and in Human Resources. All job postings shall state the unit and shift for the vacant position, job summary, and job qualifications. The ONA Rep, Local Chair or designee shall receive an email notification of the posting and the name of the nurse who was awarded the position.

Section 3. Application Process. Vacancy postings shall include the date at which job bidding will be closed. Nurses shall place their bid in writing through the online application system. Once a position has been awarded, all applicants will be notified that the position has been

filled. If no qualified internal applicants are received, the Hospital may fill the vacancies through seeking external hires.

**Section 4. Awarding Positions.** Positions will be awarded based on the following factors: experience, competencies, and seniority. If two or more qualified applicants are substantially equal after considering the above factors, seniority shall determine who is selected. For the purposes of this Article, “qualified” means that the nurse is able to perform the job with reasonable orientation.

In filling a vacancy on a unit, the Hospital shall give preference to bargaining unit nurses over other applicants.

When a nurse transfers to a new unit, she may choose to return to her previous position, if still available, within nine (9) orientation days. The nurse must notify the current nursing leader and apply for the open position.

**Section 5. Eligibility.** Nurses who have not completed their introductory period are ineligible to apply for a position on another unit or in another facility, unless there are no other qualified internal or external applicants.

- a) A nurse will not be awarded a vacant position if she received a disciplinary action (written warning or above) within the prior six (6) months.
  
- b) A nurse will not be awarded a vacant position if she has transferred into a new position within the prior six (6) months, unless she is cross-trained to that unit.

## **ARTICLE 12**

### **Orientation**

**Section 1.** Orientees with no prior nursing experience shall receive at least eight (8) weeks of orientation. Orientees with prior nursing experience shall receive orientation as determined by the nursing leader, orientee, and preceptor. Orientees shall not be counted for the purposes of staffing. Orientees may be removed from orientation early with the agreement of the orientee, preceptor, and nursing leader. While a nurse is on orientation, she will be paid at the rate at which she was hired. All nurses will complete courses on Meditech and have the ability to pull medications before beginning orientation on the floor.

Documentation of Hospital orientation will be entered into her personnel file. Failure to attend Hospital orientation within sixty (60) days of hire date will result in suspension or termination.

Section 2. Initial competencies assessed during orientation will be in compliance with federal, state, and Joint Commission requirements, as well as Hospital policies and procedures.

Section 3. A nurse will not be placed in charge of a unit during her orientation period. In addition, any newly hired nurse with six (6) months of acute care experience, that completed a charge nurse competency checklist and who, in the discretion of the Hospital has the ability to assume charge nurse responsibilities, may serve as a charge nurse, with the nurse's consent.

Section 4. The Hospital and bargaining unit nurses will work collaboratively to develop an orientation program for each unit. Once determined to be fully oriented, a nurse may assume full duties of her assigned unit.

Section 5. All preceptors will be required to take the Hospital's preceptor course. No nurse shall be assigned preceptor duties until they have completed the Hospital's preceptor course, unless the nurse agrees otherwise. The Hospital will determine the number of individuals needed to be preceptors. The selection of the preceptor to orient a new nurse will be by the unit manager taking into account the preceptor's schedule and the continuity of training for the orientee. However, in no case shall a nurse be forced to work a night shift in order to precept an orientee unless the nurse consents to the change in shift to accommodate this purpose.

## **ARTICLE 13**

### **Introductory Period**

Section 1. All newly employed nurses or nurses reemployed after an absence of more than one (1) calendar year from the Hospital shall be placed in an introductory period of one hundred twenty (120) calendar days. The Hospital shall have the right to extend the introductory period of any nurse for an additional thirty (30) calendar days if it questions her ability to qualify as a regular employee and has notified the Local ONA President or designee of the extension. During or at the end of the introductory period or any extension thereof, the Hospital may terminate such nurse at will and such termination shall not be subject to the provisions of the Grievance Procedure contained in this Agreement.

Section 2. During the introductory period, a nurse shall have no seniority rights under this Agreement, but, if at the end of this period, the Hospital decides to retain the nurse in the Hospital's employ, the nurse's seniority will be established on her last date of hire or rehire, whichever is applicable.

## **ARTICLE 14**

### **Seniority**

Section 1. For bargaining unit nurses hired prior to November 1, 2016, seniority shall be defined as length of service with the Hospital, calculated from the original date of hire into a bargaining unit classification at Coshocton County Memorial Hospital (CCMH). For bargaining unit nurses hired after November 1, 2016, seniority shall be determined as length of service from their original date of hire into a bargaining unit classification at the Hospital.

Section 2. Seniority shall be broken by: layoffs exceeding twelve (12) consecutive months, termination of employment, retirement, or voluntary resignation from the Hospital.

Section 3. Seniority shall not be accrued for periods of time when a nurse is:

- a) Employed in a temporary status;
- b) On a layoff exceeding twelve (12) months;
- c) On an unpaid leave of absence that exceeds ninety (90) days (except for military leave)

Section 4. A former bargaining unit nurse who returns to her bargaining unit within ninety (90) days shall have her seniority restored, but shall not receive seniority credit for time spent in a non-bargaining unit position.

Section 5. The Human Resources Department shall prepare a seniority list, which shall show the seniority of each nurse in the bargaining unit. The seniority list will be emailed to the ONA Chair or designee and ONA representative, as well as being available on the Hospital's intranet. The list will be revised and sent out quarterly (January, April, July, October). Any proposed corrections to the seniority list must be submitted to Human Resources within two (2) weeks after the seniority list is posted.

Section 6. In cases in which there are two (2) or more nurses with equal bargaining unit seniority, ties shall be broken by comparing the last four (4) digits of the nurse's Social Security Numbers. The nurse with the higher number will be more senior.

## **ARTICLE 15**

### **Reduction in Force**

**Section 1. Preliminary Issues.** For the purposes of this Article, “reduction” means an involuntary, indefinite elimination of a position or hours. “Affected unit” means a unit where a reduction has occurred or is planned to occur. “Affected nurse” means a nurse whose position is the subject of a reduction.

The Hospital will conduct any reduction in compliance with Article 7, No Discrimination.

#### **Section 2. Reductions.**

##### **a) Implementations of Reductions**

1. Before implementing any reduction on any unit, the Hospital must first:
  - i. Solicit volunteers on all affected units who wish to resign or be placed on layoff status and retain the recall rights set forth in Section 5 herein; and
  - ii. Return to her former unit and shift any nurse temporarily assigned to or from an affected unit.
2. Reductions will be conducted by job classification within a unit. However, the Hospital may decide to cluster similar and/or closely related units, whether or not they are in the same location, for the purposes of a reduction. Before implementing such a decision, the Hospital shall first notify ONA and, upon request, shall discuss with the ONA. In addition, ONA may request that the Hospital cluster two (2) or more units. In making the decision to cluster, factors such as the following shall be considered:
  - i. The extent to which the units rely on each other for vacation and other relief;
  - ii. The extent to which there has been cross-training;
  - iii. The extent to which there is floating between the units; and
  - iv. The extent to which the nurses in different units have equivalent qualifications and perform substantially similar duties.
3. If two (2) or more units have been clustered under this subsection, references to “unit” in this Article shall mean such clustered units.

4. Within each job classification, reductions will occur in order of inverse seniority.

b) Order of Reductions. Reductions will occur in the following order:

1. Temporary/Agency/Traveler Nurses;
2. Per Diem Nurses;
3. Nurses in their introductory period;
4. Regular Part-Time Nurses on an uncontested (defined as no pending grievance or arbitration proceedings) final written warning;
5. Regular Full-Time Nurses on an uncontested (defined as no pending grievance or arbitration proceedings) final written warning;
6. Regular Part-Time Nurses;
7. Regular Full-Time Nurses.

Section 3. Preferences for Nurses.

a) Preference: An affected nurse who does not retain a position on her unit under Section 2 shall have preference for any posted position at the Hospital.

b) Conditions:

1. In the event more than one (1) displaced nurse who is entitled to preference applies for a posted position under this Section, the position shall be awarded by seniority.
2. To qualify for the preference in this Section, a displaced nurse must apply for a posted position and must be qualified to perform the work after a reasonable orientation. The Hospital solely determines what is a “reasonable orientation.”
3. If there is a vacant position in her category and shift at the Hospital and the nurse does not apply for such a position, or applies but does not accept the position if offered, the nurse will be considered as having resigned, unless she elects to bump under Section 6 of this Article.

Section 4. Notification.

- a) The Hospital shall notify ONA as soon as practicable before any reduction and shall, upon request, meet and confer with ONA regarding the impact of the reduction.
- b) Affected nurses will receive at least seven (7) calendar days' written notice or will receive one week's pay in lieu of notice. Any payments to part-time nurses will be pro-rated in direct proportion to their current scheduled hours.
- c) The Hospital will comply with all applicable provisions of the Worker's Adjustment and Retraining Notification Act (WARN) and provide appropriate notice in those reductions which fall within the scope of WARN.
- d) Nurses who are reduced shall receive health (medical, dental, vision) insurance benefits through the end of the month, if currently enrolled in the Hospital's insurance plans.

Section 5. Recall of Laid-Off Nurses.

- a) For a period of twelve (12) months from the date of the formal written notice of the reduction and subject to qualifications, nurses who, as a result of a reduction, are or will be laid off or reduced, are entitled to recall under the provisions of this Article.
- b) In within the period specified, the Hospital posts a vacancy on a unit where positions were subject to a reduction, such a position shall be offered, subject to qualifications, to the remaining nurses on the affected unit first, and, thereafter, if the position has not been filled, to affected nurses in reverse order of layoff. The Hospital will provide the nurse notice of recall by Certified Mail. The nurse must respond within five (5) calendar days of the date of the notice, or she will be terminated.

Section 6. Bumping Rights. A nurse may choose to bump into a position held by the least senior nurse on the unit and shift so long as she has the skill and ability to perform with a full patient load after two (2) full work weeks.

## **ARTICLE 16**

### **Termination of Employment**

Section 1. Any nurse who quits or resigns shall give the Hospital three (3) calendar weeks' notice addressed, in writing, to her immediate supervisor.

Section 2. In all cases of termination, a nurse may request an exit interview with the Human Resources Department prior to the termination date.

Section 3. Any nurse who fails to give notice required by Section 1 of this Article may make the nurse ineligible for re-employment and will forfeit payment of any accrued, but unused, vacation time, unless the circumstances causing the termination make it impossible to do so.

Section 4. Except as provided in Section 3, on termination of employment, a nurse with six (6) months of continuous service shall receive pay for all accrued, but unused, vacation time to which she is entitled under the provisions of this Agreement. All unused vacation will be paid in a lump sum on the nurse's final paycheck. In the event of the death of a nurse, her accrued but unused vacation time shall be paid to her estate.

## **ARTICLE 17**

### **Flex-Time & Stand-By (On Call)**

Section 1. Flex Time shall be taken off at the request of the Hospital if no other work is available for the affected nurses. The Hospital shall pull nurses whose services are not required on their regularly assigned units due to low census or completion of the work required on the unit to other units to function on a limited participation basis.

The limited participation shall entail the nurse providing basic patient needs which shall include but not be limited to: assessment, medication administration (of which the nurse is comfortable and competent to administer), bathing, assisting patients in and out of bed, answering call bells, taking vital signs, entering orders, starting IVs, and answering phones.

This section shall not preclude the Hospital from floating a registered nurse to a cross-trained unit to function as a staff nurse on the cross-trained unit pursuant to the terms of this Agreement.

Section 2. If the Hospital's needs are such that no transfer is warranted, affected nurses may:

- a) Be placed on stand-by (on-call) for the balance of the shift and shall receive a minimum of one (1) hour of stand-by (on-call) pay for such stand-by (on-call) duty; or
- b) Be flexed and have no further obligation to the Hospital for the remainder of the shift.

Section 3. Nurses have the option to allocate available sick, vacation, or holiday time for any regularly scheduled hours unpaid due to flex-time. Nurses shall continue to accrue benefits, sick, vacation, and holiday time for all hours flexed.

Section 4. If staffing requires a nurse be placed on flex-time or stand-by (on-call), the Hospital shall honor first on-call request on the affected unit. If nurses are on the alternative weekend rotation described in Article 10, the nurse who is working an extra weekend will be the first offered on-call. Nurses will not be allowed more than one first on-call in a week unless no one else requests it. First on-call will be equally rotated. First on-call requests and awards shall be available for nurses to review. Mandated flexing or stand-by hours shall be allotted equitably throughout the affected unit. Mandatory flexing shall be published with the date and the name of the nurse placed on-call on the affected unit.

## **ARTICLE 18**

### **Pulling Off Home Unit & Floating**

Section 1. Pulling Off Home Unit. Nurses may be pulled away from her home unit to a different unit to the extent staffing needs require.

- a) Order of Pulling. When staffing requires a nurse be pulled off her home unit, the following order shall be followed:
  1. Cross Trained Nurses: Nurses who are cross-trained to the unit requiring extra staff shall be the first nurse pulled to said unit. Cross-trained volunteers will be the first to be pulled.
  2. Non-Cross Trained Nurses: If a cross-trained nurse is not available but extra staff is needed for a unit, a non-cross-trained nurse may be pulled. Before mandating a nurse be pulled, the supervisor will seek volunteers to be pulled. If there are no volunteers among non-cross trained nurses, it shall be assigned to a non-cross trained nurse. Mandated pulling shall be allotted equitably throughout the unit.

- i. Non-cross trained nurses who are pulled to a unit will not be assigned patients, but shall be on a limited participation basis. Limited participation nurses shall provide for basic patient needs, consistent with the definition found in Article 17, Section 1.

Section 2. Float Pool. The Hospital may, if qualified nurses are available to fill such positions, maintain a Float Pool for the purpose of augmenting regular unit staff.

- a) A Float Nurse may be assigned to any clinical area based on patient needs. Float Nurses will be given a reasonable orientation for each unit. A nurse may be taken out of orientation early on any unit with the agreement of the nurse, preceptor, and Nurse Manager. Float Nurses will be expected to be pulled between multiple units within a single shift, work on multiple units, and take a full assignment as needed.
- b) Float Pool RN Weekend Position – Any Float Pool RN who is hired to work in any clinical area of the Hospital based on patient needs on either Friday, Saturday and Sunday; or Saturday, Sunday and Monday as their regular schedule. Nurses hired as Float Pool RN Weekend Position will have one (1) weekend scheduled off per quarter.
- c) A nurse shall be required to have at least one (1) year of prior acute care experience before bidding on a float position. A nurse who accepts a position as a Float Nurse may not bid on any other posted vacancy until at least six (6) months (excluding her orientation period) have passed since the nurse began work as a Float Nurse, unless there are no other internal competent and experienced applicants and she has already been oriented to the unit of the posted position.

## **ARTICLE 19**

### **Cross Training**

Section 1. A nurse who has an interest in being cross-oriented will submit written notice of her desire to be cross-oriented to her current Nurse Manager and the Nurse Manager who oversees that unit.

Section 2. A nurse who cross trains to another unit will receive an orientation period with a preceptor, in accordance with Article 12 and the individual nurse's experience and skills.

Section 3. If the cross-trained nurse has successfully completed cross-training and the Hospital has the need, the Hospital agrees to provide additional training (e.g., ACLS, PALS, NRP, and/or cardiac classes) to meet the qualifications required to work on the cross trained unit. The Hospital will endeavor to have additional training completed within six (6) months of a nurse's completion of cross-training at no cost to the nurse.

Section 4. A nurse shall be floated into the cross-trained unit in order to maintain her competency. That competency shall be maintained for a period of not less than one (1) year following the completion of her orientation. As necessary to maintain the nurse's competency, the Hospital may cover her regular assignment by floating or other means. It is the responsibility of the nurse to maintain skills needed on her cross-trained unit, and she may request additional time spent on the unit or training on unit-specific tasks.

## **ARTICLE 20**

### **Holidays**

Section 1. The Hospital recognizes the following holidays:

- a) New Year's Day
- b) Memorial Day
- c) Independence Day
- d) Labor Day
- e) Thanksgiving Holiday
- f) The Day After Thanksgiving
- g) Christmas Day

Section 2. Paid holiday time will be accrued as follows:

| <b>Years of Service</b> | <b>Holiday Max Accrual Per Pay Period</b> | <b>Per Hour Worked</b> | <b>Hours Per Year</b> | <b>Days Per Year</b> | <b>Cap</b> |
|-------------------------|---|------------------------|-----------------------|----------------------|------------|
| <1 to 5 Yrs.            | 2.1538                                    | 0.02692                | 56                    | 7                    | 112 Hrs.   |
| 5+ to 10 Yrs.           | 2.1538                                    | 0.02692                | 56                    | 7                    | 112 Hrs.   |
| 10+ Years               | 2.1538                                    | 0.02692                | 56                    | 7                    | 112 Hrs.   |

Section 3. To be entitled to holiday pay, a nurse must be on the active payroll, not on a leave of absence or layoff under Article 15, during the week in which the holiday falls. The nurse must have worked her last scheduled shift prior to and her next complete scheduled shift following

the holiday and have worked the holiday if scheduled to do so, unless her absence is authorized or excused by her immediate supervisor. If a nurse is sent home due to flex time, she can choose to use her accrued holiday pay. If a nurse is not scheduled to and does not work a holiday, she may choose to use her accrued holiday pay at her regular rate of pay for the number of hours she is regularly scheduled to work. If a nurse does not work on a holiday and has insufficient hours in her holiday bank to cover it, she may opt to use vacation or sick time hours or go without pay.

Section 4. The Hospital shall have the right to require any nurse to work on any holiday, except that a nurse will not be scheduled to work both Thanksgiving and Christmas holidays in one year unless staffing needs require her to do so. All nurses who work on a holiday will be paid at time and one half (1.5x) her regular rate of pay for all hours worked.

Should a nurse who is not scheduled to work on a holiday (listed in Section 1) be required to do so after the beginning of the schedule period covering each holiday, she shall be paid at time and one half (1.5x) her regular rate of pay for all hours worked.

The Hospital will endeavor, as scheduling permits, to schedule a nurse four holidays one year and three holidays the following year, alternating holidays.

Section 5. The holidays set forth in Section 1 of this Article shall be celebrated on the day established by law. For purposes of holiday pay recognition under this Article, units not open twenty four hours, seven days (24/7) a week shall recognize the holiday when it falls on a Saturday on the Friday preceding the holiday, and when the holiday falls on a Sunday, it shall be recognized on the Monday following the holiday.

Said provisions shall apply to shifts commencing at or after 7:00 pm on the day before the holiday and continuing until midnight the day of the holiday.

Section 6. Any nurse on stand-by status for any reason on a holiday (listed in Section 1) may choose to be paid her holiday pay in addition to the stand-by pay. Further, the nurse shall be considered to have worked the general holiday for purposes of holiday rotation.

## **ARTICLE 21**

### **Leaves**

Section 1. All leaves of absence and any extension thereof shall be without pay and other economic benefits, after the employee has exhausted her available vacation, sick and holiday time, except as otherwise provided herein, and must be applied for and granted in writing through the Hospital's online leave administration portal.

The Hospital may permanently fill the position of a nurse who is on a leave of absence for work-related illness or injury, or disability due to pregnancy, or other qualifying FMLA leave after eighty four (84) calendar days of leave (if not eligible and approved for other leave), or other expiration of paid leave time, whichever is longer, or who is on other leave of absence that exceeds fourteen (14) calendar days, if the needs of the Hospital require it to do so and in compliance with state and federal disability laws. In such cases, the position shall be filled in accordance with the provisions of Article 11.

Upon returning from leave, the nurse will be reinstated to her former position, unless it has been permanently filled; otherwise, she shall be given whatever work is available.

No nurse granted a leave of absence shall accept other employment during the period of her leave. Violation of this provision may result in termination of employment.

Section 2. A nurse with a temporary work-related injury may be eligible for transitional work for up to sixty (60) days, which may be extended upon mutual agreement up to a maximum of twelve (12) weeks. A nurse in the transitional work program will maintain 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, she shall retain all rights and obligations of bargaining unit membership.

Section 3. Bereavement Leave. In the event of a death of a member of a full-time nurse's immediate family, the nurse is granted up to twenty four (24) paid hours for bereavement leave to be used within thirty (30) calendar days of the death and twelve (12) hours for a part-time nurse. The days do not need to be consecutive. The nurse may receive up to her regularly scheduled number of hours in a day of bereavement leave.

- a) Members of the immediate family are limited to the following relationships for the purpose of this Section: current spouse, parents, children, brother, sister, current father-in-law, current mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, stepsiblings, or anyone for which the nurse serves as legal guardian with proper legal documentation.

The nurse must notify her department head/director/manager/supervisor if bereavement leave is needed and specify the member of the family having expired and the date of expiration.

Additional time off for deaths not listed above without pay may be granted by the Hospital based upon the circumstance.

**Section 4. Jury Duty.** When a nurse who has completed her introductory period is required to perform jury duty, she shall be paid at her regular straight-time hourly rate, less differentials, if any, for those hours spent on jury service for which she had been regularly scheduled to and would have worked but for the performance of jury duty, up to a maximum of her regularly scheduled daily hours, not to exceed twenty four (24) hours in a calendar year.

A nurse working on the 11:00 pm – 7:00 am shift, or the 7:00 pm – 7:00 am shift, shall be excused from work for the shift commencing at 7:00 p.m. or 11:00 p.m. respectively on the day preceding her jury service and the nurse shall be paid pursuant to the terms of this section.

To be eligible for jury duty pay, a nurse must notify the Hospital ten (10) days in advance of such jury services or as soon as possible, shall submit to the Hospital a statement of the jury commissioner attesting to such service and shall sign over to the Hospital her check for jury duty fees for the number of days for which she will receive paid jury duty leave.

When a nurse who has completed her introductory period is required to testify as a witness on the Hospital's behalf in her capacity as a registered nurse and Hospital employee at a trial or deposition, she shall be compensated for all time spent in such testimony and related travel for which she had been regularly scheduled to and would have worked but for such testimony to a maximum of her regularly scheduled daily hours, less differentials, if any. The nurse shall submit to the Hospital a statement from the appropriate hearing officer attesting to the length of her witness service and sign over to the Hospital her check for witness fees.

A nurse who is eligible to receive the benefits provided for in the preceding paragraphs who is, at the time of her jury service or testimony as a witness, working on the 7:00 pm – 7:00 am shift or 11:0 pm – 7:00 am shift, shall be excused from work for the shift commencing at 7:00 pm or 11:00 pm respectively on the day preceding her jury service or testimony. If the jury service requires her presence for more than six (6) or more hours on the day in question, she shall be paid for her regularly scheduled hours on the shift at her regular straight time hourly rate, less differentials, if any. If the jury service or witness testimony takes less than six (6) hours of the nurse's scheduled shift, the nurse may use vacation time to provide pay for the remaining hours not worked of her shift or may return to work and report for duty.

**Section 5. Family and Medical Leave.** The Hospital will comply with the Federal Family and Medical Leave Act of 1993 (FMLA), as amended.

## **ARTICLE 22**

### **Committees**

**Section 1. Safe Staffing Committee.** Representatives of ONA and the Hospital shall meet bi-monthly, unless otherwise agreed to, at a Safe Staffing Committee to address matters of mutual concern and interest, including, but not limited to: safety, Hospital quality measures, day-to-day staffing concerns, nursing policies and procedures, and professional development. The Committee shall comprise of four (4) members of nursing administration. ONA shall select three (3) nurses for the Committee and an ONA representative. Other ONA or administration members or representatives may come upon mutual request to deal with a specific topic. Agenda items must be submitted to the Hospital designees at least one (1) week prior to the meeting. All designated members of the committee will be released from work with pay to attend the meeting. This Committee shall function as the Hospital-wide nursing care committee per Section 3727.52 of the Ohio Revised Code.

**Section 2.** The staffing committee shall:

- a) Jointly assess staffing mixes;
- b) Review patient acuity;
- c) Review patient outcomes;
- d) Review concerns of bargaining unit members and nursing administration related to staffing and Assignment Despite Objection forms; and
- e) Monitor and make recommendations to improve patient satisfaction.

**Section 3.** In the event that a nurse objects to an assignment for reasons including, but not limited to, inadequate staffing levels, inadequate competency for the assignment, or a health or safety issue, the nurse may initiate the Assignment Despite Objection Process, contained in Appendix 2, by notifying the on-duty house supervisor and completing the Assignment Despite Objection form and submitting a copy to the on-duty house supervisor and the ONA Local president within forty-eight (48) hours, and emailing a copy to ONA within twenty four (24) hours after the end of the shift in question. The supervisor will investigate such complaints. The results will be reported to the Safe Staffing Committee.

## **ARTICLE 23**

### **Personnel Files**

Section 1. Each nurse shall have the right to review her personnel file every six (6) months, provided the review is in the presence of a representative of the Human Resources Department. The nurse shall give advance notice of her desire to review her personnel file to her Manager of Human Resources, or her designee, and a meeting shall be scheduled at a mutually convenient time outside of the nurse's scheduled working hours. Nothing contained in the file may be removed by the nurse during this review. However, once annually, any nurse may obtain a copy of any document contained in her personnel file at no cost; provided, however, a nurse shall be responsible for the costs of copying such pages copied in excess of fifty (50). The Hospital shall charge the nurse ten cents (\$0.10) per page for such copies. If a nurse receives a discipline or files a grievance, she shall have the right to review her personnel file regardless of whether she has reviewed her file within the last six (6) months or not.

## **ARTICLE 24**

### **Health & Safety**

Section 1. The Hospital shall provide safe and healthful working conditions and guard the health of the employees and the patients whom the Hospital serves.

Section 2. All health and safety equipment that is deemed necessary by the Hospital shall be furnished. The Hospital shall provide employees with adequate training on the use of proper work methods and protective equipment required to perform duties.

Section 3. No nurse shall be discriminated against in any way, or discharged or disciplined, for reporting activities relating to health and safety. All employees shall have the right and shall actively be encouraged to report symptoms, injuries, illnesses and/or unsafe or unhealthy working conditions to a Unit Manager, Administrator on Site, Hospital Human Resources Department, and/or regulatory agencies without reprisal.

Nurses will be given an opportunity to give input where incidents or events occur.

## **ARTICLE 25**

### **Vacation & Sick Leave**

Section 1. Paid Vacation Time. Paid vacation time are paid days available to eligible full- and part-time nurses to be used for any personal reason, including, but not limited to, vacation plans, personal days, or attendance at continuing education programs which the nurse is not required to attend nor directed by management to attend.

Section 2. Paid Sick Time. Paid sick time may be used only under the following circumstances: for the nurse's own illness, or when disabled due to pregnancy or childbirth.

There will be no compensation for absences due to illness or injury once all of the nurse's accrued time is exhausted, unless she opts to use paid vacation time.

Section 3. Accrual of Paid Vacation and Sick Time. Paid vacation and sick time are divided into two (2) separate banks: one for paid vacation time and one for paid sick time. Paid vacation and sick time each accrue at different rates.

Full-Time/Part-Time Employee 8-Hour Shifts:

**Vacation Time**

| Years of Service | Vacation Max Per Pay Period | Accrual Per Hour Worked | Accrued Hours Per Year | Accrued Days Per Year | Maximum Cap |
|------------------|-----------------------------|-------------------------|------------------------|-----------------------|-------------|
| <1 to 5 Yrs.     | 3.0769                      | 0.03846                 | 80                     | 10                    | 320 Hrs.    |
| 5+ to 10 Yrs.    | 4.6153                      | 0.05769                 | 120                    | 15                    | 320 Hrs.    |
| 10+ Yrs.         | 6.1537                      | 0.07692                 | 160                    | 20                    | 320 Hrs.    |

**Sick Time**

| Years of Service | Sick Max Per Pay Period | Accrual Per Hour Worked | Accrued Hours Per Year | Accrued Days Per Year | Maximum Cap |
|------------------|-------------------------|-------------------------|------------------------|-----------------------|-------------|
| <1 to 5 Yrs.     | 1.8461                  | 0.0238                  | 48                     | 6                     | 120 Hrs.    |
| 5+ to 10 Yrs.    | 1.8461                  | 0.0238                  | 48                     | 6                     | 120 Hrs.    |
| 10+ Yrs.         | 1.8461                  | 0.0238                  | 48                     | 6                     | 120 Hrs.    |

Full-Time/Part-Time Employee 12-Hour Shifts:

**Vacation Time:**

| Years of Service | Max Per Pay Period Accrual | Accrual Per Hour Worked | Accrued Hours Per Year | Accrued Days Per Year | Maximum Cap |
|------------------|----------------------------|-------------------------|------------------------|-----------------------|-------------|
| <1 to 5 Yrs.     | 3.0769                     | 0.04273                 | 80                     | 10                    | 320 Hrs.    |
| 5+ to 10 Yrs.    | 4.6153                     | 0.06410                 | 120                    | 15                    | 320 Hrs.    |
| 10+ Yrs.         | 6.1537                     | 0.08547                 | 160                    | 20                    | 320 Hrs.    |

### **Sick Time:**

| Years of Service | Sick Max Per Pay Period | Accrual Per Hour Worked | Accrued Hours Per Year | Accrued Days Per Year | Maximum Cap |
|------------------|-------------------------|-------------------------|------------------------|-----------------------|-------------|
| <1 to 5 Yrs.     | 1.8461                  | 0.02564                 | 48                     | 6                     | 120 Hrs.    |
| 5+ to 10 Yrs.    | 1.8461                  | 0.02564                 | 48                     | 6                     | 120 Hrs.    |
| 10+ Yrs.         | 1.8461                  | 0.02564                 | 48                     | 6                     | 120 Hrs.    |

- a) Accrual of paid vacation and sick benefits will begin from the first day of employment or status change (e.g., per diem to full time) and is accrued on a pro-rata basis.
- b) New nurses are eligible to use paid vacation and sick time benefits upon accrual.
- c) Paid vacation and sick benefits accrue on a pro-rata basis, based on employment status, hours worked, and length of continuous service. Benefit accrual rate will change at the beginning of the first pay period following the anniversary date.
- d) Paid vacation and sick time cannot be used prior to the time it is accrued.
- e) Paid vacation and sick time shall not accrue when the nurse has not worked any hours during the pay period unless the nurse opts to use vacation, holiday, or sick time.
- f) Nurses who allow their vacation or sick time banks to reach the maximum accrual limits will not continue to accrue additional paid time for any bank that has reached the maximum accrual limit until the accrued balance for that particular bank falls below the maximum accrual limit. It is the nurse's responsibility to monitor her accruals.
- g) Pre-Scheduled Vacation. Nurses shall notify the Hospital by December 15<sup>th</sup> of each year of their choice of vacation dates for up to four (4) weeks for the following year, and any conflict in choice shall be resolved on the basis of seniority within a division and shift insofar as reasonably possible. The Hospital shall respond either approving or denying the request and provide such response to the request no later than December 31<sup>st</sup> of each calendar year. While the Hospital will seek to accommodate nurses as to vacation dates, vacation periods shall be scheduled consistent with proper and adequate patient care, as determined by the Hospital.
  - a. Requests for vacation period changes scheduled pursuant to this Section must be made at least four (4) weeks prior to the beginning of the previously approved vacation period.

- b. The hospital may reschedule a nurse's vacation period for operational reasons provided it notifies the nurse four (4) weeks in advance of the beginning of the nurse's previously approved vacation, except in emergency situations. In the event that any such rescheduling by the Hospital causes a nurse to incur additional expenses, as in the case of forfeited deposits, the Hospital shall make the nurse whole therefore.
- h) Non Pre-Scheduled Vacation. For vacation requests not scheduled pursuant to subsection (g) above, nurses must request time off thirty (30) days in advance of their proposed absence to permit management to consider their request and to accommodate the request where practical. The department head/director/manager/supervisor may approve or disapprove the request for time off based upon the needs of the department or work unit.
  - i) In the case of illness, nurses are responsible for reporting absences in accordance with departmental policy.
  - j) Paid vacation and sick time hours will be paid as straight time hours less shift differentials up to the number of hours the nurse is regularly scheduled per day. These hours are not counted as "hours worked" for the purpose of computing overtime.
  - k) When business needs dictate, nurses may be asked to "flex" (taking time off based on business needs). Nurses may then elect to take "flex" time as paid vacation time or take unpaid time. If a nurse is "flexed" she will continue to accrue vacation and sick time for the hours flexed.
  - l) Paid vacation and sick time, when used to supplement scheduled work hours, may only be taken up to a maximum of a normally scheduled worked hours per day or per scheduled shifts per pay period. Supplementing paid vacation and sick time for additional shifts in excess of scheduled shifts per pay period is not permitted.
  - m) Nurses who have accrued paid vacation and sick time and take time off will be paid for that time from available, accrued paid vacation and sick hours. These banks are interchangeable with each other and the holiday bank. Nurses must submit a signed paid vacation, sick, or holiday time-off request to the department head/director/manager/supervisor.
  - n) If a Hospital-recognized holiday falls during a scheduled vacation, the holiday time off will not be charged against the nurse's accrued vacation time.
  - o) If a nurse is on an unpaid disciplinary suspension, she cannot utilize vacation or sick time.

p) A nurse who is reinstated into a benefit-eligible status within ninety (90) calendar days from the date of termination or status change will begin to accrue paid vacation and sick time at the accrual rate in effect at the time of termination. A nurse who is rehired after ninety (90) calendar days from the date of termination or status change will be treated as a new hire for accrual purposes.

## **ARTICLE 26**

### **Education**

Section 1. The Hospital shall continue its current practice of providing in-service programs for the nursing staff and shall, to the extent practical, make them available to nurses on all shifts. In-services and mandatory meetings will be made reasonably available to nurses working nights and evenings.

Section 2. Nurses who are directed by the Hospital to attend educational programs or other meetings away from Coshocton shall be paid for time spent at such meetings at the appropriate hourly rate, and one driver shall be reimbursed at the approved IRS rate per mile for the standard distance from the Hospital to the city in which the meeting is held.

Section 3. All nurses shall be eligible to attend meetings, seminars, or other training programs determined by the Hospital to be of benefit to the Hospital and to the educational benefit of the nurses involved. Attendance at such programs shall be at the Hospital's option, and shall be under the terms and conditions agreed upon between the Hospital and the nurse.

Section 4. Nurses who have completed their introductory period shall be eligible for time off without pay to attend conventions of ONA, the American Nurses Association, and other programs. This provision shall be limited to no more than one day for five (5) members of the ONA leadership team at the Hospital to attend the aforementioned conventions. The time off shall be unpaid, subject to the following conditions:

- a. The time off shall normally be requested at least six (6) weeks in advance;
- b. The time off shall be limited to the period of the convention or meeting, plus reasonable travel time;
- c. Granting of any time off requested under this Section shall be subject to the Hospital's scheduling needs; and
- d. The time off, if granted, shall be on the nurse's own time and at her expense.

Section 5. If a course or competency is required by the Hospital for the nurse's position, it shall be provided by the Hospital and a nurse shall be paid at her straight hourly wage for all time required to complete said course.

Section 6. Tuition Reimbursement. Full-time nurses will receive two thousand dollars (\$2,000.00) and part-time nurses will receive one thousand dollars (\$1,000.00) for tuition reimbursement per calendar year.

Eligible fees for tuition reimbursement shall include: registration fees, tuition expenses, student fees, lab fees, and required textbooks. Nurses shall be eligible for tuition reimbursement benefits upon the completion of twelve (12) calendar months of continuous employment.

Tuition reimbursement will be for courses in accredited bachelor's or advanced degree programs, relevant to healthcare-related field, provided:

1. The nurse received advanced approval;
2. The nurse satisfactorily completes the course with a Grade of "C" or better;
3. The nurse submits all receipts for reimbursable expenses as described above; and
4. Once submitted, tuition reimbursement is to be paid within four (4) weeks.

a. Professional Development. The Hospital may approve full-time nurses, on a case-by-case basis, to attend any educational programs, seminars, etc. that would be deemed beneficial to the department or Hospital. Such approval shall not exceed five hundred dollars (\$500.00). Time off work that is required to attend professional development activities will be without pay and subject to the Hospital's staffing needs.

Section 7. Following the date of ratification, nurses who receive a Bachelor of Science in Nursing (BSN) degree shall receive one dollar and seventy-five cents (\$1.75) added to their base rate of pay. Nurses who hold a BSN and are employed at the Hospital by date of ratification have already received the one dollar and seventy-five cents (\$1.75) added to their base rate. Following ratification of this Agreement, a newly hired nurse holding a BSN shall also receive one dollar and seventy-five cents (\$1.75) added to their base rate of pay.

Section 8. Certification Bonus. Each full-time nurse certified in her current field will receive seven hundred fifty (\$750.00) annually, on a date designated by the Hospital but no later than December 31, as a bonus for the certification. Each part-time nurse certified in their current field will receive three hundred seventy five (\$375.00) annually, on a date designated by the Hospital, as a bonus for the certification. Only one certification bonus shall be payable per year and shall be paid on a check separate from the nurses' bi-weekly paycheck. The nurse must be employed in the area that the certification is recognized.

The specialty certifications recognized are:

|                    |   |
|--------------------|---|
| a. CCRN            | Critical Care & Burn                              |
| b. CEN             | Emergency Department                              |
| c. RN-C            | All Areas   |
| d. CNOR            | Operating Room                                    |
| e. CIC             | Infection Control                                 |
| f. CMSN            | Med-Surg Nurse                                    |
| g. CPHQ            | PI Department                                     |
| h. WCC             | Wound Care  |
| i. CWOCN           | Wound Care  |
| j. CWCA            | Wound Care  |
| k. CPUR/CCM (CPHM) | Case Management                                   |
| l. ACM             | Case Management                                   |
| m. PCCN            | Progressive Care Nurse                            |
| n. PICC            | Surgery or Radiology Department                   |
| o. OCN             | Oncology Certified Nurse                          |
| p. ONC             | Orthopedic Certified Nurse                        |
| q. CHPN            | Certified Hospice & Palliative Care               |
| r. ONS/ONCC        | Oncology Department                               |
| s. CRRN            | Rehabilitation                                    |
| t. MDS             | MDS Coordinator                                   |
| u. CGRN            | Certified Gastroenterology Registered Nurse       |
| v. CRNFA           | Certified Registered Nurse First Assist           |
| w. COHN            | Occupational Health Nurse                         |
| x. CPAN            | Certified Peri-Anesthesia Nurse                   |
| y. CRNI            | Infusion Therapy Nurse                            |
| z. SANE            | Sexual Assault Nurse Examiner                     |
| aa. CBE            | Diabetic Educator                                 |
| bb. CMC            | Cardiac Medicine Certification                    |
| cc. CWON           | Certified Would Ostomy Nurse                      |
| dd. NPD            | Nursing Professional Development                  |
| ee. RN-NIC         | Registered Nurse Certified Intensive Care Nursing |

## **ARTICLE 27**

### **Wages**

#### **Section 1.**

- a. Effective in the first full payroll period following the date of ratification, all nurses shall be placed on the following wage scale, according to years of experience, except that no nurse's base rate of pay will be reduced. Any RN hired after the ratification of this Agreement will receive 25% credit for each year of his/her years of acute care LPN experience, the amount of which will not exceed three (3) years in total.
- b. On September 4, 2022, the Employer implemented an across-the-board increase, which increased the base wages rates for all full-time and part-time RNs (including those RNs with more than fifteen (15) years of experience) working at the Hospital on that date, by three (\$3.00) dollars per hour. On September 4, 2022, the Employer's across-the-board increase, also increased the base wages rates for all per diem RNs (including those RNs with more than fifteen (15) years of experience) working at the Hospital on that date, by two (\$2.00) dollars per hour.

#### **PAY SCALE**

| Years of Experience | FT/PT/PRN RN – Ratification | FT/PT/PRN RN – June 1, 2024 | FT/PT/PRN RN – June 1, 2025 |
|---------------------|-----------------------------|-----------------------------|-----------------------------|
| 0                   | \$30.00                     | \$30.21                     | \$30.42                     |
| 1                   | \$30.39                     | \$30.60                     | \$30.82                     |
| 2                   | \$30.79                     | \$31.00                     | \$31.22                     |
| 3                   | \$31.19                     | \$31.40                     | \$31.62                     |
| 4                   | \$31.59                     | \$31.81                     | \$32.03                     |
| 5                   | \$32.00                     | \$32.23                     | \$32.45                     |
| 6                   | \$32.42                     | \$32.64                     | \$32.87                     |
| 7                   | \$32.84                     | \$33.07                     | \$33.30                     |
| 8                   | \$33.27                     | \$33.50                     | \$33.73                     |
| 9                   | \$33.70                     | \$33.93                     | \$34.17                     |
| 10                  | \$34.14                     | \$34.38                     | \$34.62                     |
| 11                  | \$34.58                     | \$34.82                     | \$35.07                     |
| 12                  | \$35.03                     | \$35.27                     | \$35.52                     |
| 13                  | \$35.48                     | \$35.73                     | \$35.98                     |
| 14                  | \$35.95                     | \$36.20                     | \$36.45                     |
| 15+                 | \$36.41                     | \$36.67                     | \$36.93                     |

- c. Year 2 (As of June 1, 2024): All full-time, part-time, and Per Diem nurses shall receive a two (2%) percent increase to their current base hourly rate effective in the first full payroll period following June 1, 2024.

d. Year 3 (As of June 1, 2025): All full-time, part-time, and Per Diem nurses shall receive a two (2%) percent increase to their current base hourly rate effective in the first full payroll period following June 1, 2025.

Section 2. Overtime and Crisis Pay. Nurses shall be paid at one-and-one-half (1.5x) their regular rate of pay for all hours worked in excess of forty (40) hours in any one workweek.

Full-time and Part-time nurses are eligible for Crisis Pay of ten (\$10.00) dollars per hour when there is a dire need due to unforeseen events as determined by the Hospital. Full-time and Part-time nurses must work over their FTE in order to be eligible. PTO, stand-by (on-call), bereavement, jury duty, and education hours count towards hours worked for the calculation of crisis pay eligibility. Any call-off within the pay period will negate crisis pay. There will be no stacking of Crisis Pay and call-back pay.

If a full-time or part-time nurse is mandated to work over her regularly scheduled 12-hour shift in a workweek, she will be paid an additional nine (\$9.00) dollars per hour to her base rate, only for hours 37 – 40 in that workweek. Mandation does not include incidental overtime and will be clearly communicated to the nurses.

A nurse will be afforded a reasonable opportunity to make arrangements for any out of work scheduling changes and will be informed of the duration, to the extent possible. Mandatory overtime shall be rotated equally within the unit.

Section 3. The Hospital shall pay a shift differential of three (\$3.00) dollars per hour for hours worked between 3:00 pm and 7:00 am, provided that the nurse works the majority of her hours for the shift between 3:00 pm and 7:00 am.

Section 4. The Hospital shall pay a weekend differential of three (\$3.00) dollars per hour for hours worked between 11:00 pm on Friday and 11:00 pm on Sunday.

Section 5. A nurse who is in the Float Pool RN Weekend Position shall receive a differential of an additional eight (\$8.00) dollars per hour differential for all hours worked during their normally scheduled weekend shifts, which includes Fridays or Mondays worked by bargaining unit nurses hired into Float Pool RN Weekend Position. However, a bargaining unit nurse hired as a Float Pool RN Weekend Position will not be eligible to receive the eight (\$8.00) dollars per hour differential if the nurse works her scheduled weekend and an additional weekday shift, which could include a Monday or Friday.

Section 6. A nurse who is designated by the Hospital to perform the duties of a charge nurse shall be paid a relief charge nurse differential of one (\$1.00) dollar per hour.

Section 7. A nurse who is regularly scheduled to work or who is called in to work when not regularly scheduled shall be provided with at least two (2) hours of work or pay if she reports at the scheduled time unless:

- a. Strikes or work stoppages, failure of utilities or equipment beyond the control of the Hospital, or acts of God interfere with work being provided;
- b. A 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; or
- c. The Hospital gives notice not to report to any person answering the telephone at the number shown on the nurse's personnel records or has otherwise notified the nurse not to report at least two (2) hours before her scheduled starting time.
- d. Surgery/PACU nurses called in and working after 10 p.m. will be permitted to go home upon finishing their duties in Surgical Services.

Section 8. For purposes of this article "stand-by (on-call)" duty shall be defined as hours during which a nurse is required to be available by telephone to report to the Hospital for duty. A nurse who is on stand-by (on-call) shall be paid stand-by (on-call) pay at the rate of five dollars (\$5.00) per hour differential. If the nurse works when on stand-by (on-call), she shall be paid one-and-one-half (1.5x) her regular straight time hourly rate for all hours worked with a two (2) hour minimum guarantee. Stand-by (on-call) pay ends when the nurse is called into the Hospital.

Section 9. A nurse will be paid an additional one (\$1.00) dollar per hour differential for time worked as a Preceptor.

Section 10. Nurses assigned to the Float Pool in Nursing Administration shall receive an additional five (\$5.00) dollars per hour.

Section 11. Nurses holding a Registered Nurse First Assist certification shall receive an additional one (\$1.00) dollar per hour differential.

Section 12. Per Diem Shift Differential – A per diem nurse will be paid a varying differential based on the number of shifts that the per diem nurse works in each six (6) week scheduling period referenced in Article 9, Section 1. The differential will be paid after the conclusion of each six (6) week scheduling period so that the differentials can be accurately

calculated and will be paid retroactively for each of the shifts worked during said scheduling period.

#### **Differentials Paid Based On Shifts Worked**

| Number of Shifts Per Six (6) Week Scheduling Period                | Per Hour Differential |
|--|-----------------------|
| 1 to 4 Shifts  | \$1.00 per hour       |
| 5 <sup>th</sup> and 6 <sup>th</sup> Shifts (per scheduling period) | \$3.00 per hour       |
| 7 <sup>th</sup> Shift and above                                    | \$5.00 per hour       |

- a. For example – if a per diem nurse works six (6) shifts in a six (6) week scheduling period, the per diem nurse will be paid a three (\$3.00) dollar per hour differential on all six (6) shifts that he/she worked during the scheduling period after the conclusion of the scheduling period. However, if the per diem is able to work a seventh (7<sup>th</sup>) shift during the six (6) week scheduling period, he/she will be paid five (\$5.00) dollars per hour for each of the seven (7) shifts worked during the six (6) week scheduling period.
- b. If a per diem nurse works any shifts that are less than twelve (12) hours in length, the per diem nurse will be eligible for the three (\$3.00) dollar per hour differential if he/she works at least sixty (60) hours during the six (6) week scheduling period and less than seventy-three (73) hours. If however, the per diem nurse works eight-four (84) hours or more in a six week scheduling period, he/she will be eligible for a five (\$5.00) dollar per hour differential to be paid on all hours worked during that six (6) week scheduling period.
- c. If a per diem nurse calls off and does not work a shift for which the per diem nurse was scheduled to work, the per diem nurse will not get credit for working the shift for purposes of calculating differentials. However, if the per diem nurse works an on-call shift (and is not called in to work at the Hospital) or is flexed off a shift that he/she is scheduled to work and does not work that flexed shift, the per diem nurse will get per diem differential credit for working said shifts.
- d. The number of per diem nurse openings on each shift is set by the Hospital.

## **ARTICLE 28**

### **Insurance & Retirement**

Section 1. For the life of this Agreement, the Hospital shall maintain a Hospital provided life insurance and accidental death & dismemberment insurance in the amount of one times the full-time nurse's straight time wages as by multiplying a nurse's hourly rate by 2080 and part-time nurse's hourly rate by 1040. This benefit is 100% Hospital paid. Additionally, for the life of this Agreement, the Hospital shall maintain a voluntary life insurance plan, that is 100% nurse paid.

Section 2. The Hospital shall make available the Prime Healthcare Medical EPO Plan and the Value Plan including prescription drug coverage. For the life of this Agreement, the schedule of benefits and employee cost of coverage for the Plans will be the same as all other hourly employees in the Hospital. If the schedule of benefits and/or employee cost of coverage are set to change, the Hospital agrees to notify ONA and meet to discuss before any changes are implemented. If any law or regulation is passed that mandates changes to any plan, the Hospital shall implement the legally required changes effective the next plan year.

Spouses who are eligible for medical coverage under their own employer's plan are not eligible to enroll in the Hospital's medical plan. However, they can enroll in the dental, vision and life plans.

Section 3. For the life of this Agreement, the Hospital shall maintain a 401(k) Plan for nurses. 401k Plan: The plan contributions and vesting schedule shall not be diminished in any way during the term of this Agreement.

Employer matching contributions shall be as follows:

| <b>Length of Service</b> | <b>Employer Match per dollar of Nurse contribution</b> |
|--------------------------|--|
| 1 year to 10 years       | \$.25 per \$1.00 up to 4% of gross income              |
| 11 years to 20 years     | \$.50 per \$1.00 up to 4% of gross income              |
| 21+ years                | \$1.00 per \$1.00 up to 4% of gross income             |

Section 4. For the life of this Agreement, the Hospital shall maintain a short-term disability benefit plan at the same cost as for all other hourly employees in the Hospital.

Section 5. For the life of this Agreement, the Hospital shall maintain a long-term disability benefit plan at the same cost as for all other hourly employees in the Hospital.

Section 6. For the life of this Agreement, the Hospital shall maintain Dental and Vision Plans at the benefit levels and contribution rates as for all other hourly employees in the Hospital.

Section 7. The Hospital Employee Assistance Program (EAP) is a program which provides, among other things, assistance to nurses in need of financial, emotional, psychological, or marital counseling assistance. All participation by a nurse in the program shall remain strictly confidential without details shared with the Hospital other than compliance with the EAP program.

Section 8. The Hospital shall maintain a Legal Plan set forth in the Coshocton Regional Medical Center Benefits Guide. For the remaining years of the Agreement, the Hospital will determine the benefits and employee cost of coverage for a Plan.

## **ARTICLE 29**

### **Alteration of Agreement & Waiver**

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

Section 2. The Hospital 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, both parties agree that they shall not be obligated to bargain collectively with one another during the terms of this Agreement on any matter pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and both parties hereby specifically waive any right which they might otherwise have to request or demand such bargaining, and acknowledges that both parties' obligations during the term of this Agreement shall be limited to the performance and discharge of their obligations under this Agreement.

Section 3. In the event that any provision of this Agreement is held to be in conflict with or in 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.

## **ARTICLE 30**

### **Duration**

The Agreement, effective April 6, 2023, shall continue in full force and effect without change until 11:59 pm on May 31, 2026. 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 first date written above.

OHIO NURSES ASSOCIATION

COSHOCTON REGIONAL MEDICAL

CENTER

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**APPENDIX 1**  
**Grievance Form**  
**Coshocton Medical Center**  
**Ohio Nurses Association**

Grievance No. \_\_\_\_\_

Nurse's Name: \_\_\_\_\_

Department/Unit: \_\_\_\_\_ Supervisor or Manager: \_\_\_\_\_

**Please set forth the complete details of the grievance, including date, place, person(s) involved:  
On or about**

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**Please set forth the sections of the agreement violated: This violates Article(s)  
past practice, and all other pertinent provisions of the agreement.**

**For group grievances, please set forth the description of the affected group of nurses known at the time of the filing:**

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**REMEDY SOUGHT:** \_\_\_\_\_

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and all else to make the nurse(s) whole.

Nurse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 1: Manager or Supervisor Disposition** \_\_\_\_\_ Date Received: \_\_\_\_\_

Manager or Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Y Accepted Satisfactory Answer      Y Not Accepted, Appealed to Step 2

**Step 2: Service/ Division Chief** \_\_\_\_\_ Date Received: \_\_\_\_\_

Service/ Division Chief Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Y Accepted Satisfactory Answer      Y Not Accepted, Appealed to Step 3

**Step 3: Director** \_\_\_\_\_ Date Received: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Y Accepted Satisfactory Answer      Y Not Accepted, Appealed to Step 4



## **APPENDIX 2**

### **PROTESTING OF ASSIGNMENT DOCUMENTATION OF PRACTICE SITUATION**

A registered nurse receiving an assignment that in her/his professional judgement 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 Hospital, including both Hospital 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 potential 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 manager, if here; House 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 the best you can if help is denied, but that patients have the right to receive safe professional nursing care.
3. Do verbally notify your supervisor and fill out the attached form and give it to the nursing supervisor on duty within forty-eight (48) hours after the end of the shift in question. The Assignment Despite Objection Form is then completed by the nursing supervisor and forwarded to the Supervisor for discussion at the next Safe Staffing Committee meeting.
4. Do provide a copy of the form to the ONA Local Unit President and via email to ONA.

#### **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 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 Coshocton Regional Medical Center on \_\_\_\_\_ 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 my objection.

(Supervisor/person in charge) (Time) (Date)

I/We notified \_\_\_\_\_, Nursing Supervisor at: \_\_\_\_\_ (time) of my/our objection

### **SECTION II: Please check all appropriate statements:**

I am objecting to this assignment on the grounds that:

Staff was not given adequate orientation to the unit.  
 Inadequate staff for acuity (short staffed).  
 The unit was staffed with unqualified or  
Inappropriate personnel.  
 New patients were transferred or admitted to the  
scheduled unit without adequate staff.  
 Available staff on the unit not assigned fairly.

The assignment posed a serious threat to  
health and safety of staff  
 The assignment posed a potential threat to the  
health and safety of patients.  
 Staff involuntarily forced to work beyond  
hours.  
 Other (please explain) \_\_\_\_\_

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

#### **Census and Acuity:**

Patient Census:

Start \_\_\_\_\_ End \_\_\_\_\_ Unit Capacity \_\_\_\_\_ Admissions \_\_\_\_\_ Discharges \_\_\_\_\_

Factors influencing acuity. Check those that apply:

On respirators  complete care  on isolation precautions  restrained  immediately postop (less than 4 hours)  
 Require vital signs/nursing assessment more frequently than routine  receiving blood product transfusions  
 Received IV drug/TPN/chemotherapy infusions  Other (specify) \_\_\_\_\_

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

#### **Patient care Staffing Count:**

|                | RN | LPN | Aide | Other | Clerk/<br>Secretary | Previous Number of<br>Staff for Equivalent<br>Census/Acuity |
|----------------|----|-----|------|-------|---------------------|---|
| Start of Shift |    |     |      |       |                     |   |
| End of Shift   |    |     |      |       |                     |   |

### **SECTION V: Brief statement of problem:**

As a patient advocate, in accordant with the Nurse Practice Act, this is to confirm that I notified you that, in my professional judgement, 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 that for reasons listed, full responsibility for the consequences of this assignment must rest with the employer. Copies of this form may be provided to any and all appropriate State and Federal agencies.

Nurse's Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

## **NOTES**