

**AGREEMENT**

**BETWEEN**

**STEWARD HILLSIDE REHABILITATION HOSPITAL, INC.  
D/B/A  
HILLSIDE REHABILITATION HOSPITAL**

**and the**

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

**December 1, 2023 to November 30, 2026**

## TABLE OF CONTENTS

ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 MANAGEMENT RIGHTS.....	1
ARTICLE 3 MEMBERSHIP.....	2
ARTICLE 4 ASSOCIATION ACTIVITY .....	3
ARTICLE 5 DEDUCTION OF DUES.....	3
ARTICLE 6 NONDISCRIMINATION .....	4
ARTICLE 7 PROBATIONARY PERIOD.....	4
ARTICLE 8 CORRECTIVE ACTION .....	5
ARTICLE 10 HOURS OF WORK AND PREMIUM PAY.....	10
ARTICLE 11 CONVERSION AND PRORATA FORMULAS.....	13
ARTICLE 12 SENIORITY .....	14
ARTICLE 13 JOB DESCRIPTIONS.....	18
ARTICLE 14 HOLIDAYS.....	18
ARTICLE 15 VACATIONS .....	21
ARTICLE 16 SALARIES .....	24
ARTICLE 17 SICK LEAVE.....	26
ARTICLE 18 LEAVES OF ABSENCE.....	29
ARTICLE 19 BEREAVEMENT LEAVE .....	34
ARTICLE 20 JURY DUTY .....	34

<b>ARTICLE 21 EDUCATIONAL PROGRAM .....</b>	<b>35</b>
<b>ARTICLE 22 HEALTH PROGRAM HOSPITAL INSURANCE DRUG PROGRAM.....</b>	<b>36</b>
<b>ARTICLE 23 MISCELLANEOUS BENEFITS .....</b>	<b>39</b>
<b>ARTICLE 24 401K PLAN .....</b>	<b>40</b>
<b>ARTICLE 25 SEVERANCE PAY .....</b>	<b>40</b>
<b>ARTICLE 26 SCHEDULING .....</b>	<b>40</b>
<b>ARTICLE 27 ALTERATION OF AGREEMENT AND WAIVER.....</b>	<b>43</b>
<b>ARTICLE 28 WORKING CONDITIONS.....</b>	<b>44</b>
<b>ARTICLE 29 NO INTERFERENCE WITH OPERATIONS, NO WITHDRAWAL OF NURSING SERVICES AND NO LOCKOUT .....</b>	<b>44</b>
<b>ARTICLE 30 POSSIBLE FUTURE CONDITIONS.....</b>	<b>45</b>
<b>ARTICLE 31 NURSING ADVISORY COMMITTEE.....</b>	<b>48</b>
<b>ARTICLE 32 SUBSTANCE ABUSE .....</b>	<b>49</b>
<b>ARTICLE 33 DURATION.....</b>	<b>50</b>
<b>ADDENDUM TO AGREEMENT BETWEEN OHIO NURSES ASSOCIATION AND FORUM/HILLSIDE HOSPITAL ROLE OF THE NURSES .....</b>	<b>51</b>
<b>ADDENDUM TO AGREEMENT BETWEEN OHIO NURSES ASSOCIATION AND FORUM/HILLSIDE HOSPITAL "X" AND "Z" BONUS PAY PROGRAM.....</b>	<b>52</b>
<b>APPENDIX A HILLSIDE REHABILITATION HOSPITAL EMPLOYEE AUTHORIZATION FORM .....</b>	<b>53</b>
<b>APPENDIX C MIDNIGHT RN SPECIAL SCHEDULING AGREEMENT .....</b>	<b>57</b>
<b>LETTER OF AGREEMENT RE: VOLUNTARY TEMPORARY LAY-OFF (VTL).....</b>	<b>58</b>
<b>LETTER OF AGREEMENT PER DIEM.....</b>	<b>59</b>

**LETTER OF AGREEMENT BETWEEN HILLSIDE REHABILITATION HOSPITAL  
AND OHIO NURSES ASSOCIATION (ONA)..... 61**

**MEMORANDUM OF UNDERSTANDING LABOR MANAGEMENT COMMITTEE... 62**

## **ARTICLE 1**

### **Recognition**

**Section 1.** Steward Hillside Rehabilitation Hospital, Inc. (herein called “HRH”) recognizes the Ohio Nurses Association (herein called “ONA”) as the exclusive collective bargaining representative of the nurses covered by this Agreement. HRH and ONA further recognize their common interest beyond their collective bargaining relationship and they pledge to strive together to insure the highest quality of service by HRH and the highest standards of professional nursing care and practice.

**Section 2.** The purpose of this Agreement is to establish equitable employment conditions and an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by hospital administration and representatives of the registered nurses.

**Section 3.** This Agreement covers full-time and part-time nurses licensed to practice as registered nurses and employed by HRH to perform professional nursing as a staff nurse. Each person employed by HRH to practice professional nursing, as a registered professional nurse must be licensed to practice as such in the State of Ohio.

**Section 4.** The registered nurse classifications listed in Section 3 of this Article 1 shall constitute the “bargaining unit” as used herein.

**Section 5.** HRH agrees to maintain on patient care units, a sufficient number of qualified registered nurses at all times to provide care to patients. In determining if staffing is adequate, there may be taken into consideration census on patient units, patient acuity, availability of qualified personnel, and all other relevant facts and circumstances.

**Section 6.** HRH agrees not to and expressly waives any right it may have to withdraw recognition concerning, petition for unit clarification concerning, or in any way to challenge the inclusion in the bargaining unit of any bargaining unit nurses performing bargaining unit work, classifications, job titles, or positions on the grounds that they are, or may be, supervisors or supervisory. This provision shall be enforceable through the grievance and arbitration provisions of this agreement.

## **ARTICLE 2**

### **Management Rights**

**Section 1.** The management of, HRH, the control of the premises, and the direction of the nursing staff are vested exclusively with HRH. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote suspend or discharge nurses for just cause; to determine the shifts and the number of hours to be worked by nurses; to determine staffing patterns including, but not limited to, the assignment of nurses as to numbers employed, duties to be performed, qualifications required and areas worked; to determine policies and procedures with respect to patient care; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of

management subject only to such restrictions and regulations governing the exercise of these rights as are expressively specified in this Agreement; and provide, further, that these rights shall not be used for the purpose of discriminating unlawfully against a nurse on account of membership in or activity on behalf of ONA.

**Section 2.** ONA, on behalf of the nurses covered by this Agreement, agrees to cooperate with HRH to attain and maintain full efficiency and optimum patient care, and HRH agrees to receive and consider constructive suggestions submitted by ONA toward these objectives.

### **ARTICLE 3 Membership**

**Section 1.** All 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 and shall remain members of ONA for the duration of the Agreement.

**Section 2.** Effective upon ratification of this Agreement, nurses who, for philosophical reasons, do not desire to become members of the Ohio Nurses Association, shall pay a fair share fee to ONA as a condition of employment.

All nurses hired after contract ratification who do not become members in good standing of ONA shall pay a fair share fee to ONA effective sixty (60) days from date of hire as a condition of employment.

The fair share fee amount shall be certified in writing to HRH by the Ohio Nurses Association.

The deduction of the fair share fee from any earnings of the nurse requires a written authorization for payroll deduction. Payment to ONA of fair share fees shall be made in accordance with regular dues deductions as provided herein.

Those nurses who have religious objections to union membership or to paying a fee as described above and who meet certain criteria may pay an equivalent sum instead to an agreed upon nonreligious charitable fund.

**Section 3.** ONA shall notify HRH in writing of any nurse who has failed to pay her membership dues in accordance with this Agreement and shall demand that HRH terminate the employment of said nurse within ten (10) days of the notification. ONA agrees to indemnify and save HRH harmless from any action growing out of discharge effected at the request of ONA.

**Section 4.** Nurses on Workers Compensation shall be exempt from the provisions of Section 3 of this Article 3.

**Section 5.** HRH will provide a thirty (30) minute period of paid time during each nurse's orientation for the ONA chairperson or designee and an HRH representative to meet the orientee to discuss the parties' rights and obligations under the Agreement. The meeting shall be held during normal working hours and shall not involve the payment of overtime. At this time, ONA

will provide the orientee with a copy of the current collective bargaining agreement and an ONA dues deduction form. ONA shall be notified of orientation at least five (5) days in advance.

#### **ARTICLE 4** **Association Activity**

**Section 1.** HRH shall provide ONA with bulletin boards to post ONA or ONA local unit information.

**Section 2.** HRH agrees to provide the ONA local unit with a permanent office in which to conduct ONA/ONA local unit business. HRH will continue to provide the ONA local unit with a mailbox.

**Section 3.** Absence with regular pay shall be authorized to permit nurses who are officials of the bargaining unit to attend meetings and conventions of the ONA on a state, national, and/or district level. Only personnel elected by their bargaining unit, to include officers of the local unit and the grievance representatives and negotiating committee shall be granted such leave. The representatives shall be chosen by ONA. The total cumulative number of release hours granted per year shall not exceed 80 hours in a calendar year. Such leaves will be limited to no more than two (2) nurses from any one unit and will require an advance thirty (30) day notice. Nurses are to be granted approval within seven (7) calendar days of request.

**Section 4.** Members of the negotiating team shall be excused from duty each day of negotiations, including those working the night shift prior to each negotiation session, as well as nurses working day shift and afternoon shift the day of negotiations. Nurses will be paid their usual day rate each day of negotiations limited to: 1) maximum of 4 nurses per negotiating committee; 2) maximum of 5 paid days per nurse, not to exceed the scheduled work week; 3) maximum of one negotiation process for duration of contract. Paid negotiation time shall not be used to calculate any premium time payment or be utilized to calculate overtime.

**Section 5.** ONA agrees that no activities of the organization will be conducted by members who are on nursing duty, unless specific permission has been obtained from the direct Supervisor.

#### **ARTICLE 5** **Deduction of Dues**

**Section 1.** HRH agrees to deduct monthly ONA dues or appropriate fair share fees for HRH nurses in whatever sum is authorized or established by ONA from the pay of nurses. Nurses shall execute a voluntary written authorization form for dues or fees deduction. ONA shall advise HRH's Payroll Department of the appropriate dues deduction or fair share fee deduction and such dues or fees shall be deducted from the nurses pay.

**Section 2.** Deductions will be made from the pay earned during the first pay period of each month. In the event any nurse whose pay is subject to the deduction of ONA dues as provided in this Article shall not be entitled to any pay for the first pay period of any month then HRH will make a double deduction from the pay earned during the first pay period of the next month. The

amount deducted in any given month shall never be more than a double deduction of ONA dues. HRH's obligation for the deduction of ONA dues shall not exceed this double deduction requirement. If a nurse has no earnings during the first pay period of two (2) consecutive months, ONA will arrange collection of dues for the months in question directly with the nurse.

**Section 3.** HRH's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse, upon a nurse going on an unpaid Leave of Absence or when accepting a position outside the bargaining unit.

**Section 4.** Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the dues deductions. HRH will furnish ONA and the local unit, together with its check for ONA and local unit dues, an alphabetical list of all nurses whose dues have been deducted.

**Section 5.** ONA agrees that they will indemnify and save HRH harmless for any action growing out of these deductions and commenced by a nurse against HRH, and assume full responsibility for the disposition of dues so deducted once they have been turned over to ONA.

**Section 6.** HRH will provide the chairperson of the local ONA unit and ONA once each month with a complete current list of nurses in the bargaining unit, which list will indicate new hires, promotions, leave of absence, terminations and resignations.

**Section 7.** By January 15<sup>th</sup> and July 15<sup>th</sup> of each year, HRH will furnish ONA and the co-chairs of the HRH bargaining unit with a complete list of all nurses covered by this Agreement showing address, phone number, rate of pay, and cost center, provided that the nurses furnish the Human Resources Department with their phone numbers and addresses and do not object to such information being provided.

## **ARTICLE 6**

### **Nondiscrimination**

**Section 1.** HRH agrees that it will not discriminate against any nurse applicant or any nurse, either in hiring, promoting, or assigning to positions, or in regard to any other term or condition of employment, because of race, color, national origin, religious or political affiliation, sex, age, marital status, sexual orientation, disability, or activity on behalf of ONA. ONA agrees it will not discriminate against any nurse applicant or any nurse because of race, color, national origin, religious or political affiliation, sex, age, marital status, sexual orientation, disability or membership or non-membership in the ONA.

## **ARTICLE 7**

### **Probationary Period**

**Section 1.** The probationary period for newly hired nurses will be ninety (90) calendar days for full-time nurses and one hundred twenty (120) calendar days for part-time nurses. During or at the end of the probationary period, HRH may terminate the nurse at will and such termination shall not be subject to the grievance procedure of this Agreement. The probationary period may be extended by up to thirty (30) days provided that HRH gives written notification to ONA.



An orientation schedule will be included in this period, which begins at date of hire and will be for a minimum of forty-five (45) calendar days and a maximum of sixty (60) calendar days, at the discretion of nursing management and which shall include, but not be limited to, the newly hired nurse's prior experience and demonstrated competencies during orientation. In reaching its determination, nursing management will consult with the nurse orientee, the nurse orientee's preceptor(s) and the Education Department. In addition, bi-weekly check-ins will be scheduled during the orientation period with the orientee, the orientee's preceptor(s), and the Education Department.

**Section 2.** During the probationary period, a nurse shall have no seniority rights, but at the end of the period, if retained in HRH's employ, her seniority shall be computed from the date of last hire.

**Section 3.** An orientee's preceptor shall have modified floor duties during the first week of orientation and no assigned floor duties during one day in the last week of orientation. A nurse orientee will have a minimum precepted orientation of one shift on her assigned late shift duty pertaining to charge responsibilities.

## **ARTICLE 8**

### **Corrective Action**

**Section 1.** HRH shall have the right to administer corrective action or discharge nurses for just cause.

**Section 2.** Nurses, upon their request, shall have the right to have an ONA representative present at any meeting at which discipline, or the reasonable expectation of discipline, takes place.

**Section 3.** Grievances involving suspension or discharge shall be heard initially at Step 2 of the grievance procedure included in this Agreement.

**Section 4.** HRH agrees to provide the Chair of the ONA Grievance Committee or designee with a copy of any disciplinary action taken against a nurse.

**Section 5.** Verbal and written warnings for all discipline shall remain active in a nurse's file for eighteen (18) months from the effective date of the discipline. Further, the 18-month period will be extended if any nurse is absent for more than 30 scheduled days during the applicable period by the amount of absences exceeding this 30-day threshold. HRH may retain, on an inactive basis, records of nurse discipline and counseling for any period of time, provided, however, that such documentation shall not be utilized against the nurse for disciplinary purposes beyond the time period outlined above.

## **ARTICLE 9**

### **Grievance Procedure**

**Section 1.** For the purpose of this Agreement, the term “grievance” is defined as a dispute between HRH and ONA or between HRH and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement. The grievance procedure outlined below will be the exclusive method for settling disputes between HRH and ONA or between HRH and a nurse.

**Section 2.** A nurse will discuss any concern or problem with a nursing manager/supervisor prior to the filing of any grievance. When an ONA representative is requested by a member to file a grievance where the member has not previously spoken to their manager about the matter, the ONA representative shall offer to contact the manager/supervisor and arrange for a meeting with the nurse, the manager/supervisor, and the representative. An e-mail communication from the employee or the ONA representative about the concern or problem shall satisfy the requirements of this section. If the manager/supervisor is contacted within seven (7) calendar days after the nurse had knowledge of the event upon which the grievance is based, this contact will be considered to have met the time requirements of Step 1 under Section 3 of this Article. Once the manager has responded to the matter the member has seven (7) calendar days to file a formal grievance. Nothing in this pre-grievance process will limit the availability of expediting grievances when appropriate.

**Section 3.** When any grievance arises, as defined in Section 1, the following procedure shall be observed:

***Step 1.*** A nurse having a grievance shall take it up in writing with the Director of Patient Care Services or Shift Supervisor or their designee, either alone or accompanied by a representative of ONA, if the nurse so wishes. Any such grievance shall be presented within seven (7) calendar days after the nurse had knowledge of the event upon which the grievance is based. The Director of Patient Care Services or Shift Supervisor or their designee shall give the nurse a written answer within ten (10) calendar days after the grievance has been presented.

The Grievance Form shall set forth the complete details of the grievance and the facts upon which it is based, the provisions of the Agreement which have allegedly been violated, the approximate time of the occurrence, and the relief or remedy requested. The Grievance Form shall be dated and it shall be signed by the grievant, (unless unavailable, then grievance may be signed by an ONA representative), and submitted to the Department of Nursing for processing and assignment of a number.

***Step 2.*** If the nurse's grievance is not satisfactorily settled at Step 1 of this procedure, the grievance shall then be filed with the Director of Patient Care Services or her designee within seven (7) calendar days after the answer has been given in Step 1 of this procedure. The Director of Patient Care Services or her

designee, the grievant and one (1) representative of ONA, shall meet as soon as practical after the grievance has been appealed to the Director of Patient Care Services or her designee. Notwithstanding the above, the ONA Labor Representative may attend the Step 2 meeting and if she/he does so, HRH may have an additional representative attend. The Director of Patient Care Services, or her designee, shall give the answer in writing within ten (10) calendar days after the parties' last meeting.

***Step 3.*** If the grievance is not satisfactorily settled at Step 2 of this procedure, an appeal there from may be taken by the grievant to the Director of Human Resources or designee. Such an appeal must be taken within ten (10) calendar days after the grievance has been answered at Step 2 of this procedure. The Director of Human Resources or designee, Director of Patient Care Services or her designee, the grievant, the person responsible for the Step 2 answer and up to two (2) representatives of HRH who can contribute to the discussion and not more than two (2) representatives of ONA (not including the ONA Labor Representative) shall meet as soon as practical after the appeal has been filed with the Vice President of Human Resources or designee. The Vice President of Human Resources or designee shall give an answer in writing within ten (10) calendar days after the parties' last meeting.

***Step 4.*** If the grievance is not satisfactorily settled at Step 3, either the ONA or HRH may file a written Request for Arbitration or Request for Mediation. Such requests shall be made in writing to HRH's Director of Human Resources or the ONA's Labor Relations Specialist within thirty (30) calendar days after the Step 3 answer. Failure to timely file a written Request for Arbitration or Request for Mediation, respectively, shall constitute a waiver of the right to arbitrate or mediate the grievance, as the case may be, and the grievance shall be considered resolved as set forth in the Step 3 answer. A party receiving a Request for Mediation may decline mediation by informing the initiating party in writing within seven (7) calendar days following receipt of the Request for Mediation. Where mediation is declined, the grievance may automatically advance to arbitration.

**Section 4.** The time limitations provided for in this Article may be extended by mutual agreement by HRH and ONA. Any grievance not timely presented for disposition at Step 1 shall not thereafter be considered a grievance under this Agreement. Any disposition of a grievance accepted by ONA or not appealed within the time limits specified in this Article shall be final and conclusive and binding upon all nurses, HRH and ONA. A grievance not answered within the time limits set forth herein shall automatically advance to Step 2 or Step 3, as the case may be, provided however, there shall be no such automatic advance to mediation or arbitration.

**Section 5.** A grievance which affects a substantial number of nurses or which involves the disciplinary suspension or discharge of a nurse may initially be presented at Step 2 of Section 3. Grievances which affect a substantial number of nurses may be filed by ONA, and within fourteen (14) calendar days of filing of a group or mass grievance, ONA shall make a good faith

effort to identify which nurses are covered by the grievance and why they share a common interest. Further, ONA and HRH, by mutual agreement, may move any grievance to Step 2 or Step 3.

**Section 6.**      Mediation:

- A. Grievance mediation sessions shall be held at times mutually agreed by the parties, or at some other regular interval as appropriate depending upon the number and complexity of unresolved grievances, for the purpose of discussing and settling any unresolved grievance(s) which have arisen since the previous grievance mediation session. Either party may, by filing with the other party a Request for Mediation described in Step 4, propose active grievances for mediation review, and modifications may be made to the grievance mediation list as circumstances change, and as the parties mutually agree. Any such request to change, however, shall be made in writing by the initiating party not less than ten (10) calendar days prior to the scheduled mediation.
- B. At the mediation, ONA may have present the grievant, appropriate ONA representatives, and any necessary witnesses. The grievant and up to two (2) additional representative of ONA who attend mediation shall be paid at their regular straight-time pay. Such time shall not be utilized to calculate overtime or any other premium payment under this Agreement. HRH may have present any appropriate representatives and witnesses. Every effort will be made by both parties to conduct mediation discussions as efficiently and concisely as possible.
- C. No later than thirty (30) calendar days after the effective date of this Agreement the parties shall select a mediator to serve for the first year of the contract. The initial attempt will be made to secure a mediator from FMCS. The parties agree that the use of a single mediator will bring continuity and experience to the mediation process and will result in the maximum number of grievances being settled short of arbitration. The selection of a mediator for successive years of the Agreement shall be conducted not later than thirty (30) calendar days prior to each successive anniversary date of the contract. The parties may, by mutual agreement, use the same mediator in successive years.
- D. Any grievance settlement, whether it represents a compromise between the parties or a full granting of the grievance, shall be reduced to writing and signed at the grievance mediation. Any grievance which is withdrawn shall be done so in writing and signed at the grievance mediation. Any discussions held in the course of the grievance mediation process shall be considered "off the record" and shall not be referred to, and shall be inadmissible, in any subsequent arbitration, NLRB, judicial, administrative, or other official hearing or proceeding. The function of the mediator is to provide the parties with skilled advice to bring about a resolution of the grievance submitted and/or as to what is likely to happen in arbitration hearing in order to make settlement of the grievance more likely.

- E. Any grievance that is not settled, granted, or withdrawn at the grievance mediation may be appealed to arbitration pursuant to Step 4 by serving on the other party a Request for Arbitration within thirty (30) calendar days of the conclusion of the mediation.
- F. The fees and expenses of the Mediator shall be borne equally by the parties.

### **Section 7.**

In the event the Union or HRH advances a grievance to arbitration, the grieving party will provide notice as outlined above and in accordance with the timelines above. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). If the requesting party submits the request to FMCS online, the requesting party shall provide a copy of the confirmation of the request to the other party. If the request is made through a "hard copy" application, the copy of the application will be served on the other party. The parties will select the arbitrator by alternately eliminating arbitrators. The last arbitrator not removed shall serve as the parties' arbitrator. The arbitrator will hear and determine the case according to the prevailing rules of the FMCS. However, to the extent any provision of this Agreement conflicts with the prevailing rules of the FMCS, the provision(s) of this Agreement shall govern. The parties, by mutual agreement, may also by-pass the above procedure and mutually agree on an arbitrator. In all cases, the decision of the arbitrator will be final and binding on all parties.

**Section 8.** Grievances may be processed hereunder and arbitration hearings may be held during working hours if there is no interference with the operational needs of HRH or patient care, and upon the express consent of HRH.

**Section 9.** A maximum of two (2) members of the Local Unit Grievance Committee and the aggrieved shall be permitted to spend the necessary and reasonable amount of time during their scheduled working hours in handling grievances under the above procedure without loss of pay, provided that the activities provided for in this section shall not interfere with the operational needs of HRH or patient care, and shall only occur during work time upon the express consent of HRH. Permission for nurses to be absent from duty to conduct ONA activities under Article 8, Section 2 must be obtained from the direct supervisor on or before the day of the activity and be reconfirmed prior to departing the work area. The direct supervisor will advise the Director of Patient Care Services.

The supervisor has the right to limit this permission to a specified segment of time, if the operational needs of the Hospital so require.

If the approved time limit needs to be extended, the supervisor should be contacted and the approval for extension obtained.

**Section 10.** HRH shall file any grievance in writing. Any grievance filed in writing shall be filed with the ONA's Labor Representative within twenty (20) calendar days after the event or events giving rise to the grievance occurrence or within twenty (20) days after those events reasonably should have been known. Representatives of the Parties may discuss the grievance.

The ONA's Labor Representative shall give an answer in writing within twenty (20) calendar days after the grievance is filed by HRH. If the grievance is not satisfactorily settled, HRH may submit the grievance to mediation and/or arbitration in accordance with provisions of this Article.

## **ARTICLE 10**

### **Hours of Work and Premium Pay**

**Section 1.** The regularly scheduled workweek of a full-time nurse shall be either five (5) eight (8) hour shifts, totaling forty (40) hours, or three (3) twelve (12) hour shifts totaling 36 hours in any one period commencing with the day shift on Sunday.

A "full-time" nurse is defined as a nurse who has accepted employment with the understanding that she will work a regular schedule of seventy-two (72) or eighty (80) hours in each 14-day period.

A "part-time" nurse is defined as a nurse who has accepted employment with the understanding that she will work less than seventy-two (72) hours per pay period.

**Section 2.** Nurses shall receive a thirty (30) minute unpaid meal period for each shift worked, except when variation in schedules do occur at the discretion of the Director of Patient Care Services consistent with current practices. For eight (8) hour nurses, two (2) fifteen (15) minute paid rest periods shall be allowed for each shift worked. For twelve (12) hour nurses, three (3) fifteen (15) minute paid rest periods shall be allowed for each shift worked.

**Section 3.** Time schedules and days off shall be posted at least two (2) weeks in advance.

**Section 4.** **Shift Differentials:** Effective the first full pay period following ratification, Nurses whose shift commences on or after 6:00 pm shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for hours worked through 6:30 am. The shift differential shall increase to one dollar and fifty (\$1.50) per hour effective the first full pay period following November 30, 2024.

**A.** The parties agree that nurses currently assigned to the day shift as of the date of ratification shall receive an additional twenty cents (\$0.20) per hour added to their base rate of pay, after the across-the-board increase is calculated for 2023. This additional rate shall not be included in the consideration of the employee's base rate of pay for purposes of the application of Article 16, Section 2. D.

**Section 5.** **Weekend Differentials:** Effective the first full pay period following ratification, a weekend differential of one dollar and twenty five cents (\$1.25) will be paid for hours worked between 6:00 am on Saturday and 6:30 am on Monday, provided the nurse works at least four (4) hours during this period. The shift differential shall increase to one dollar and fifty cents (\$1.50) per hour effective the first full pay period following November 30, 2024.

**Section 6.** Effective the first full pay period following ratification, nurses who volunteer and are approved to precept other nurses or other employees will receive a differential of one dollar (\$1.00) per hour for all hours assigned to precept other nurses/employees. Preceptors will be eligible for the differential during the orientee's entire orientation period, and extensions thereof. If there is more than one volunteer preceptor on any particular shift, then the most senior preceptor will be assigned the orientee, provided however, HRH may assign the orientee to a preceptor who is not the most senior in order to expose the orientee to a different unit.

- A. Effective the first full pay period following ratification, the hospital will provide a preceptor training class to all nurses who are interested in volunteering to precept.
- B. Effective the first full pay period following November 30, 2025, the preceptor differential shall be one dollar and fifty cents (\$1.50) per hour.

**Section 7.** **Overtime Pay:** For eight hour nurses all hours worked in excess of eight (8) hours per work day, or forty (40) hours per work week shall be compensated at the rate of time and one-half (1 1/2) the regular straight time hourly rate, and said compensated overtime pay shall be computed by using the average wage computation factor. For 12 hour nurses all hours worked in excess of twelve (12) hours per day, or thirty six (36) hours per week shall be compensated at the rate of time and one-half (1 1/2) the regular straight time hourly rate, and said compensated overtime pay shall be computed by using the average wage computation factor.

There shall be no pyramiding of overtime.

**Section 8.** The normal eight (8) hour work day shall be eight and one-half (8 1/2) hours of work (including a one-half [1/2] hour lunch period without pay) within a twenty-four (24) hour period beginning with nurse's starting time. The normal work day, moreover, shall consist of eight hours of work, exclusive of time allotted for meals and with not less than fourteen (14) hours between quitting and starting times. If a nurse works an eight (8) hour shift and then has less than fourteen (14) hours rest before the start of her next shift, she will be paid time and one half for all time worked during the insulated rest period. Such premium pay shall be considered "double back pay." The normal twelve (12) hour work day shall be twelve and one half (12 1/2) hours of work (including a one-half [1/2] hour lunch period without pay) within a twenty-four (24) hour period beginning with the nurse's starting time. If a nurse works a twelve (12) hour shift and then has less than ten (10) hours rest before the start of her next shift, she will be paid time and one half for all time worked during the insulated rest period. Such premium pay shall be considered "double back pay." The work day for a twelve hour shift shall consist of twelve hours of work, exclusive of the time allotted for meals and with not less than ten (10) hours between quitting and starting times. Under no circumstances shall the premium pay identified in this Section be duplicated or pyramided with any pay provided under any other section of this Agreement. Under no circumstance shall the premium pay described in this Section be owed to a nurse except under the circumstances described in this Section.

**Section 9.** When a staff nurse assumes the charge responsibilities on a patient care unit such fact will be noted on the Exception Sheet, which is submitted to the payroll department, and said staff nurse shall receive the charge nurse differential of one dollar (\$1.00) per hour for all such hours worked. Such charge responsibilities will be offered to qualified staff nurses on the

affected unit in order of seniority, subject to each individual nurse's right to decline said charge responsibilities. HRH shall pay a charge nurse differential of one dollar (\$1.00) for one (1) nurse per patient care unit on the afternoon and night shifts. If a day shift nurse believes she has performed the duties of a charge nurse during her entire shift, she may submit an exception sheet to the Director of Patient Care Services for consideration. Any decision on whether or not to approve such exception report shall be within the discretion of the Director of Patient Care Services. If the Hospital, in its sole discretion, determines the need for a charge nurse to be assigned on day shift, such nurse shall be paid in accordance with this Section. Charge nurse pay shall be offered to nurses on the basis of Hospital seniority.

**Section 10.** A nurse who is called in to work on her day off and a nurse who reports to work on a scheduled day shall be guaranteed pay for four (4) hours. This provision does not apply when a nurse is working into a second consecutive shift. If a nurse is called in because a regularly scheduled nurse does not report when scheduled and the regularly scheduled nurse arrives late for duty, the regularly scheduled nurse will be sent home without pay unless needed.

**Section 11.** HRH is not required or obligated to schedule a nurse overtime hour when per diem or part-time registered nurses are available to work. The procedure used by the Nursing Department for additional hours of work is:

- A. Part-time nurses (not in overtime) are asked by bargaining unit seniority from most senior to least senior, if no part-time nurses are available that are not in overtime status, then;
- B. Per diem nurses are called to work the needed hours;
- C. If no part-time nurses (not in overtime status) or per diem nurses are available, the Nursing Department will offer the additional hours by bargaining unit seniority to any nurses who have expressed an interest in working additional hours when available by seniority on a rotating basis.
- D. If none of the above are available, HRH may use nurses from any source including agency nurses. If nurses from another source, including agency nurses are scheduled, bargaining unit registered nurses have the option of working the shift of the nurse from another source or agency upon notification to HRH forty-eight (48) hours prior to the start time of the shift. Any conflicts in election shall be resolved on the basis of seniority.

**Section 12:** In filling available shifts with bargaining unit employees, the following procedures will be followed by HRH:

- 1. **Needs List Staffing Holes:**
  - a. A weekly needs list will be created by management for staffing holes that are known in advance.
  - b. The needs list will normally be sent to all RNs on Monday morning for the following week.
  - c. RNs will have seventy-two (72) hours to respond to the needs list and request to pick up holes.



- d. Staffing holes that are picked up within the seventy-two (72) hours will be filled in accordance with the requirements of Section 11, A-D of this Article. For planning purposes, management may notify a nurse that she/he has been “picked up” for the staffing hole, but this will be tentative until the conclusion of the 72-hour period.
- e. Staffing holes that are picked up more than seventy-two (72) hours after the needs list was sent out will be filled on a first-come, first-served basis.
- f. RNs will not be permitted to sign up for staffing holes that are further in advance than the following week covered by a needs list. For example, a nurse may not sign up for a staffing hole that is three (3) weeks away – she must wait until it is posted the week before on the needs list.

## **2. Texts/Call Relating to Staffing Holes:**

- a. For staffing holes that were not filled through the needs list process, or that come up after the needs list was sent out to nurses, the following process shall apply:
  - i. For staffing holes that are more than four (4) hours away, RNs will have one (1) hour to respond to the text, and the holes will be filled in accordance with the requirements of Section 11, A-D of this Article.
  - ii. For staffing holes that are less than four (4) hours away, the holes will be filled on a first-come, first-served basis.

**Section 13.** The parties agree that full and part-time nurses employed by HRH are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in assignment of shifts. HRH’s basic policy shall be to use its registered nursing staff to the exclusion of agency nurses from outside agencies except in situations where no other means of providing appropriate staffing are available. Agency nurses shall be used only as a supplement to and not to replace nurse employed by HRH. Prior to using an agency nurse, HRH shall attempt to cover a shift utilizing the process identified in Section 10 of this Article.

## **ARTICLE 11 Conversion and Prorata Formulas**

**Section 1.** The formula for converting monthly to weekly, daily, and hourly compensation will be:

Monthly rate times twelve (12) divided by fifty-two (52) equals weekly rate.

Weekly rate divided by five (5) equals daily rate.

Daily rate divided by eight (8) equals hourly rate.

The prorata formula for determining seniority, vacation pay and other benefits to which part-time nurses may be entitled under this Agreement will be total hours worked as they are related to two thousand eighty (2080) hours. Part-time nurses shall accumulate seniority and be entitled to all

fringe benefits and salary increments prorated for total hours worked as they are related to two thousand eighty (2080) hours per year unless modified by Article 20, Section 3, of this Agreement.

## **ARTICLE 12**

### **Seniority**

#### **Section 1.**

- A. Hospital seniority is defined as the length of time a registered nurse has been continuously employed by HRH from her last date of employment provided that the nurse has successfully completed the probationary period.
- B. Bargaining Unit Seniority is defined as the length of time a nurse has been continuously employed by HRH in a bargaining unit position from her last date of employment, provided that the nurse has successfully completed the probationary period.
- C. A nurse shall have no seniority or job rights except as provided herein during the probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.
- D. Bargaining unit seniority shall apply in the computation of vacation eligibility, personal holiday eligibility, and vacation and personal holiday scheduling. Bargaining unit seniority shall also apply for purposes of job bidding, for “bumping” to avoid layoff, for temporary changes of shift, purposes of transfers, promotions, layoffs, recalls, and rehire provided the nurse has the necessary qualifications to perform the job in question.

#### **Section 2.** A nurse shall lose all of her seniority and shall cease to be an employee when she:

- (a) resigns, quits, or retires.
- (b) is discharged for just cause.
- (c) is laid off for a period of twenty-four (24) consecutive months.
- (d) is no call/no show for two (2) or more consecutive working days unless reasonable cause satisfactory to HRH is shown, or is no call/no show on two (2) separate occasions in a rolling twelve (12) month period.
- (e) fails to give notice of her intention to return to work from a layoff within two (2) calendar days after receipt of a recall notice by certified mail, return receipt requested, or fails to return to work within seven (7) calendar days after receipt of said notice.
- (f) fails to report to work at the expiration of any leave of absence or vacation without prior notification.

**Section 3.** Within thirty (30) days after the execution of this Agreement and quarterly thereafter, HRH shall provide to ONA:

A seniority list made up by bargaining unit seniority which shall, contain the name, assigned area, and seniority date of each nurse. Seniority lists shall be posted in the areas in which bargaining unit nurses are assigned. Any nurse desiring to challenge any of the information contained on such lists must do so in writing to the Human Resource Department within ten (10) calendar days after the list is posted.

Any information not so challenged shall be deemed correct and the nurse shall be bound by the information contained on the list for all purposes.

**Section 4.**

- A. When a reduction of the work force becomes necessary, nurses shall be laid off according to inverse bargaining unit seniority in the following manner:
  - 1. Probationary nurses
  - 2. All other nurses
- B. To avoid a layoff a nurse may bump a nurse with less bargaining unit seniority in the same or a lower rated position. Such bumping nurse shall be able to perform the duties of her new position at the conclusion of a three-day orientation period to the particular nursing unit. A nurse bumping to the Employee Health Clinic will receive an orientation period of two (2) weeks.
- C. When it is necessary to break a seniority tie because all relevant types of seniority for certain nurses are equal, HRH will break ties using the last four digits of affected nurses' social security numbers, with the nurse having the higher number (9999) receiving the benefit of seniority over the nurse having the lower number (0000).
- D. Each nurse that is bumped or laid off will be immediately supplied with the most recent ONA seniority list.
- E. Each bumped or laid off nurse, in order of bargaining unit seniority, shall be given 24 hours from such bump or layoff to make an informed decision regarding her contractual right to bump, bid, or take layoff.
- F. All nurses shall be given a minimum of two (2) weeks written notice of a layoff and the reason for the layoff unless circumstances dictate otherwise.
- G. Nurses shall receive payment for earned but unused vacation within fourteen (14) calendar days of the layoff.
- H. Nurses shall be recalled from layoff in inverse order of the layoff procedure (item "A" of this Section 4).

1. Excluding the provision of Article 12, Sec. 4, J., HRH will utilize the following procedure to augment staffing on a short-term immediate basis during a lay-off period:
  - a. Call in order of bargaining unit seniority nurses who are on layoff to fill open shifts. If the nurse declines the work or HRH is unable to reach the nurse with one phone call, HRH will continue in order of seniority to offer the work to laid off nurses.
  - b. If, after going through the above procedure, the shifts remain unfilled, part-time nurses who are not on lay-off will be offered such shifts in order of bargaining unit seniority, providing there is no resulting overtime.
  - c. HRH, upon request by ONA, will provide written documentation of such phone calls as made in H(1)(a) and (b).
  - d. Per diem nurses may only be offered work after the above procedures have been followed. Per diem nurses may be pre-scheduled if there are no full-time or part-time nurses available on a non-overtime basis.
  - e. If open shifts remain after HRH compliance with H (1)(a)(b) and (d), HRH will then offer the remaining open shifts to any nurses who have expressed an interest in working additional hours when available. If more nurses express an interest in working than there are hours available, bargaining unit seniority shall be followed to fill such vacancies. If no full-time, part-time or per diem nurses are available to work, agency nurses and nurses from other sources may be utilized.
  - f. Nurses who are recalled on other than a temporary basis will accrue all hours worked and/or paid for all seniority and benefit purposes, and will be immediately eligible for health insurance benefits at the level of their scheduled hours. Nurses recalled on a temporary basis will accrue all hours worked and/or paid for seniority and benefit purposes. Such temporarily recalled nurse who works fourteen (14) or more days in a calendar month shall also qualify for health insurance benefits at the level of her scheduled hours starting the first day of the calendar month immediately following the commencement of such work.
- I. Nurses having the same seniority date for a specified recall shall be recalled in the same manner as Section 4, C of this Article.

- J. A nurse on layoff shall be given a written notice to return to work by certified mail, return receipt requested. The nurse shall, within two (2) calendar days after receipt of notice, indicate to the employer her intent of returning to work and shall return to work within seven (7) calendar days after receipt of the notice.
  - 1. It shall be the responsibility of each nurse to keep the employer informed of her current address and telephone number.
- K. No new nurse shall be hired until all nurses on layoff status have been recalled.
- L. A nurse's seniority date shall not be changed because of the period of layoff. A nurse will have continued coverage for hospitalization and life insurance to the end of the month in which the layoff begins. Accrual of all other benefits shall be suspended as of the date the layoff commences.

**Section 5.** Seniority for part-time nurses shall be computed by adding up the total number of hours worked, with there being the requirement of two thousand eighty (2080) hours to establish one (1) year's credit of employment.

**Section 6.** HRH shall post openings in bargaining unit job classifications for which nurses covered by this Agreement may be eligible. Openings shall be posted five (5) calendar days before being permanently filled. Among two or more qualified applicants for a vacant position, bargaining unit seniority shall govern. A promoted nurse shall be given a thirty (30) working day period of time within which to qualify in her new position. If, after the thirty (30) working days, a question exists about a promoted nurse's qualifications for the new position, the qualification period can be extended by HRH for an additional thirty (30) working days. The qualification period will be extended by HRH only after the promoted nurse has been conferenced and evaluated in writing by the direct Supervisor. In the event the nurse does not qualify, the nurse shall be returned to her former position without loss of bargaining unit seniority. If, in the judgment of HRH, no nurse who requests promotion is qualified to do the work required in the higher classification, or no nurse applies, HRH may hire a new nurse to fill the position.

**Section 7.** Should HRH be required to augment staffing on any shift to temporarily cover for census or vacancies, the transfer will first be offered by bargaining unit seniority. After voluntary transfers have been offered, transfer will be initiated on a rotating basis. The rotation will start with the least senior employee.

**Section 8.** HRH agrees to the following terms regarding per diem nurses:

- A. Per diem nurses do not accrue bargaining unit seniority while in a per diem position.
- B. Per diem nurses will retain bargaining unit seniority for one (1) year if they transfer directly from a full-time or a part-time position into a per diem position.

- C. During a time of voluntary and/or involuntary layoff, per diem nurses may not bump back into full-time or part-time bargaining unit positions. Such per diem nurses may, however, show an intent of interest on open positions if no full-time or part-time laid off nurse bids on the open position.

**Section 9.** Prior to any layoff of nurses, HRH will notify ONA and meet with ONA to discuss the necessity of layoff.

**Section 10.** In the event that nursing units permanently merge, the newly created unit will be considered one (1) nursing unit for all purposes. Nurses in the affected merging units will be offered and awarded positions on the merged unit by bargaining unit seniority.

Any nurse not receiving a position has all the rights of a laid off or displaced nurse under this Agreement pursuant to Article 12, Section 4.

**Section 11.** A nurse, who, at the request of HRH, agrees to take a Low Census Day and not to work scheduled time, will receive bargaining unit seniority credit for all benefit purposes for all hours scheduled but not worked.

### **ARTICLE 13 Job Descriptions**

**Section 1.** All classifications shall have a job description and nurses shall perform all duties as they are outlined in the job description and other related duties within their department.

**Section 2.** Supervisory personnel shall not perform those duties assigned to other classifications except for emergencies or unless properly qualified nurses are not available.

### **ARTICLE 14 Holidays**

**Section 1.**

- A. Full-time nurses shall be entitled to the following paid holidays as follows:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
	Employee's Birthday

- B. Full-time nurses shall receive twenty-four (24) hours of Personal Time per calendar year. Effective upon ratification, Part-time nurses shall receive twelve (12) hours of Personal Time per calendar year.

**Section 2.** To be entitled to holiday pay, a nurse must be on the active payroll and not on an unpaid leave of absence or layoff during the week in which the holiday falls, and must have

worked her last completed scheduled shift prior to the holiday; the holiday if scheduled; and her next completed scheduled shift immediately following the holiday unless any absence is authorized or approved in writing by the nurse's Director of Patient Care Services. A nurse who has been scheduled to work on a holiday listed in Section 1 and fails to report to work shall be ineligible for holiday pay, may be required to work another holiday in addition to their holiday commitment, and may be subject to corrective action.

For purposes of scheduling a holiday which falls on a weekend, a nurse's holiday schedule shall prevail over her weekend schedule. A nurse scheduled to work a holiday on her regular weekend off will receive a different day off that week and will be paid for the holiday hours. For purposes of this Article to be considered to have worked a holiday a nurse must work more than half of her shift during the holiday hours.

### **Section 3.**

- A. Full-time nurses who are normally scheduled to work eight (8) hour shifts and who are not scheduled to work on a holiday listed in Section 1(A) will receive (8) eight hours pay for that day. Full-time nurses who are normally scheduled to work twelve (12) hour shifts and who are not scheduled to work on a holiday listed in Section 1(A) will receive (12) twelve hours pay for that day.
- B. Full-time nurses who work on a holiday listed in Section 1(A) shall be paid for hours worked during the holiday pay period and also receive eight (8) hours holiday pay or twelve (12) hours pay depending on the hours worked. Part-time nurses who work a holiday listed in Section 1(A) of this Article shall be paid as follows: (1) eight-hour (8) shift nurses shall be paid double time at their regular straight time rate for all hours worked on such holiday up to eight (8) hours; (2) 12-hour shift nurses shall be paid double time at their regular straight time rate for all hours worked on such holiday up to 12-hours; (3) eight-hour (8) shift nurses shall be paid at one and one-half times their regular straight time rate for all hours worked in excess of eight hours (8) on such holiday; (4) twelve-hour (12) shift nurses shall be paid at one and one-half times their straight time hourly wage rate for all hours worked in excess of twelve (12) hours on such holiday.

**Section 4.** If any of the holidays listed in Section 1(A) occur during a full-time nurse's scheduled vacation, she shall receive holiday pay in lieu of using a day of vacation and shall use the day of vacation on a mutually agreed upon date by the nurse and her supervisor.

**Section 5.** If Christmas, New Year's Day or July 4th should occur on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday for those nurses who work in the Clinic, Wound Care or Admissions. The determination of which day the holiday shall be observed will be made no less than thirty (30) days prior to the holiday and shall be at the sole discretion of HRH administration.

**Section 6.** Requests for paid Personal Time set forth in Section 1(B) must be submitted in writing to the Department Head or his/her designee at least two (2) weeks in advance of the

requested day. Failure to provide such notice shall render the employee ineligible to receive Paid Personal Time. The Department Head or his/her designee shall respond to such requests within two (2) regular business days of the date of request. Employees must be actively employed to take Personal Time. Full-time employees must take Personal Time in full shift increments (eight (8) or twelve (12) hours depending on the employee's normally scheduled shift), except as may be allowable under this section or otherwise impossible under Section 7. Part-time employees must take Personal Time in a single eight (8) hour increment, except as may be allowable under this section or otherwise impossible under Section 7. Additionally, part-time employees who normally work twelve (12) hour shifts will be permitted to supplement their eight (8) hours of Personal Time with four (4) hours of vacation time in order to receive a full shift off with pay. No employee is entitled to Personal Time in lieu of time off, except where an employee chooses to apply earned Personal Time in a flex-staffing (or low census/volume) situation, which may be taken in less than full shift increments. If properly requested and denied during the calendar year, then unused Personal Time shall be paid to the employee.

**Section 7.** After first completing the probationary period, a new full-time nurse or those nurses elevated from part-time to full-time shall have the amount of Personal Time prorated based upon the nurse's date of hire or elevation.

**Section 8.**

A. Effective January 1, 2019, full-time nurses will be given an "a" or "b" letter designating which holidays will be "worked" as follows:

A	B
Memorial Day	Labor Day
Thanksgiving	Independence Day
New Years	Christmas

Effective January 1, 2019, part-time nurses will be given the same "a" or "b" letter designation and will be required to work two (2) of the (3) holidays within that designation. The holidays will be selected by part-time employees based on seniority in February of each year, subject to the operational needs of the Hospital.

Holidays to "work" will change in February of each year.

For purposes of holiday pay, a holiday is defined as any shift that starts no earlier than 6:00 PM on the eve of the holiday and no later than 2:00 PM on the day of the holiday.

**Section 9.** Incentive for Good Attendance: During the months of January through June, a nurse who does not call off, utilize sick time pay, or utilize leave of absence time, shall accrue one (1) additional day of vacation in addition to the nurses' accrual per calendar year. During the months of July through December, a nurse who does not call off, utilize sick time pay, or utilize leave of absence time, shall accrue one (1) additional day of vacation in addition to the



nurses' accrual per calendar year. The additional day of vacation described in this section shall be either eight (8) or twelve (12) hours depending on the nurse's regularly scheduled shift.

## **ARTICLE 15**

### **Vacations**

**Section 1.** All full-time and part-time nurses who have completed one (1) or more years of continuous service shall accrue and be eligible for vacations following the below schedule, subject to the provisions set forth in this article:

<b>Length of Service</b>	<b>Length of Vacation</b>	<b>Accrual</b>
One (1) year, but less than Five (5) years	Two (2) weeks	3.1 hrs/80 paid
Five (5) years, but less than Ten (10) years	Three (3) weeks	4.6 hrs/80 paid
Ten (10) years, but less than Twenty-five (25) years	Four (4) weeks	6.2 hrs/80 paid
Twenty-five (25) years or more	Five (5) weeks	7.7 hrs/80 paid

**Section 2.** Except for a nurse who has less than one year of service, vacation shall accrue on a per hour straight time hours paid basis. Accrued vacation shall be reflected on each nurse's paycheck stub each pay period, showing hours accrued. On her first anniversary date, a nurse shall be credited with two weeks vacation and thereafter accrue vacation in the same manner as any other nurse. A nurse shall begin accruing at a new accrual rate on the first anniversary date falling after completion of four, nine or twenty-four years of service, as the case may be.

**Section 3.** Vacations should be taken during the twelve (12) month period following the anniversary date on which the vacation is accrued. Vacation may be accrued in an amount equivalent to one-and-one-half (1.5) times the yearly vacation. Vacation earned in excess of this limit shall not be accrued, nor can the nurse receive compensation for accrued vacation in lieu of vacation time off. Vacations must be taken in at least one (1) week increments, unless shorter periods are given approval by the nurse's supervisor.

**Section 4.** Vacations may be taken between February 1 and January 31 of the succeeding year subject to the limitations set forth in this Article. The process outlined in this Section A., 1 through 13 for pre-approved vacations will afford all RN staff the opportunity to choose pre-approved vacation beginning January 2 and ending January 31 in order of bargaining unit seniority. Requests will be recorded on a calendar accessible to all bargaining unit nurses. Nurses shall be limited during the first round to the selection of up to two (2) full weeks vacation. However, once all nurses have had a chance to select two (2) weeks, then any additional full week or partial week may be granted by bargaining unit seniority if available. During the second round of vacation selection, nurses shall be limited to selecting only two full weekends between May 1 and September 15. The most current seniority list will be followed

throughout this process. Should a conflict arise between nurses as to preferred vacation dates, bargaining unit seniority shall govern.

A. Beginning January 2 through January 31:

1. The most senior nurse will be given an opportunity to declare up to two (2) full week choice(s) for vacation.
2. A vacation request will be completed by the nurse at that time and the vacation time will be recorded on a calendar in a designated location.
3. The next senior nurse will select up to two (2) full week vacation choice.
4. If a nurse does not desire to request a pre-approved vacation, the next person according to bargaining unit seniority will make a vacation selection.
5. If the nurse is not scheduled to work, the nurse will be contacted when it is her turn according to bargaining unit seniority. The nurse will have 24 hours to respond and if she does not respond within that time frame, the nurse will forfeit her seniority rights for the two (2) week vacation request.
6. This process (2 through 5) will continue until all nurses have selected their two (2) week choice according to this Article.
7. When all nurses have selected full week vacation choices, the process will be repeated for any full week or partial week vacation requests beginning with the most senior nurse.
8. The most senior nurse will be given an opportunity to declare her full or partial week choice(s) for vacation.
9. A vacation request will be completed by the nurse at that time and the vacation will be recorded on a calendar in a designated location.
10. The next senior nurse will select her full or partial week vacation choice.
11. If a nurse does not desire to request a pre-approved vacation, the next person according to bargaining unit seniority will make a vacation selection.
12. If the nurse is not scheduled to work, the nurse will be contacted when it is her turn according to bargaining unit seniority. The nurse will have 24 hours to respond and if she does not respond within that time frame, the nurse will forfeit her seniority rights for any vacation request.
13. This process (9 through 12) will continue until all nurses have selected their vacation choices.

- B. Once the pre-approval selection process is completed, the pre-approved vacation requests will be posted on a master list on the nursing units by February 15.
- C. If requested, a maximum of two RNs shall be scheduled off on vacation at the same time except for:
  - 1. Any calendar week containing a holiday (excluding personal holiday and birthday holiday) as noted in Article 14, Section 1, or
  - 2. Nurses that work the same weekend.
- D. All other vacation time will be considered on a first come first serve basis.

**Section 5.** HRH will seek to accommodate nurses in their choice of vacation dates. The scheduling of vacations shall be based upon the operational needs of the nurse's department. HRH may reschedule any nurse's vacation. If such changes are made, HRH shall notify affected nurses as far in advance of their scheduled vacations as possible. Any other changes in the vacation schedule shall be agreed to in writing and signed by the nurse and HRH.

A nurse will not be denied pre-approved vacation time if she, at HRH's request, utilized vacation time to cover a low census day, provided however, the nurse has 50% of the requested pre-approved vacation time remaining as a balance in her vacation accrual. The vacation time used to cover census must be equal to or greater than the other 50% of time needed to cover the pre-approved vacation.

**Section 6.** Vacation pay shall be computed based on the employee's FTE status at straight time pay at the rate in effect at the time the vacation is taken excluding shift differentials for each week of vacation.

**Section 7.** Vacation pay may be paid in advance of the vacation, provided three (3) weeks notice is given to the payroll department.

**Section 8.** Upon termination of employment, a nurse with one (1) or more years of Hospital seniority shall receive all earned but unused vacation pay prorated for each full calendar month of service since her last employment anniversary date. In the event of the death of a nurse, HRH shall pay all earned but unused vacation, prorated in the manner set forth above, to her surviving spouse or her estate.

**Section 9.** In the event that any part-time or full-time nurse has terminated employment and is rehired within the same vacation year, she shall not be entitled to vacation pay for the vacation year.

**Section 10.** Applications for vacation pay not submitted by the end of the payroll period following the payroll period in which vacation pay is sought will not be approved and will not be

paid until such application is completed and submitted. Nurses may contact the Nursing Office via phone and/or email to complete such application.

## **ARTICLE 16**

### **Salaries**

#### **Section 1.**

- A. Retroactive to December 10, 2023, Nurses shall receive an increase to the Minimum rate set forth in this Article or a five percent (5.00%) increase to their base rate of pay, whichever is greater.
  - a. Effective the first full pay period following July 1, 2024, any Nurse who received no more than a five percent (5.0%) percent increase in December 2023 shall receive a one-time market adjustment increase added to their base rate of pay of two percent (2.0%).
- B. Effective the first full payroll period on or after November 30, 2024, Nurses shall receive a four percent (4.00%) increase to their base rate of pay except those Nurses who have ten (10) years of bargaining unit experience and are not at the new midpoint effective on that date. These affected Nurses shall receive increases as follows:
  - a. Increase to the new midpoint wage rate of \$38.11 per hour or a seven percent (7.00%) increase to their base rate of pay, whichever is lesser.
- C. Effective the first full payroll period on or after November 30, 2025, Nurses shall receive a four percent (4.00%) increase to their base rate of pay except those Nurses who have ten (10) years of bargaining unit experience and are not at the new midpoint effective on that date. These affected Nurses shall receive increases as follows:
  - a. Increase to the new midpoint wage rate of \$39.25 per hour or a seven percent (7.00%) increase, whichever is lesser.

#### **Section 2**

- A. Effective the first full pay period following ratification, the rates reflected below shall be applied for the purpose of placing newly hired Nurses. Accordingly, starting pay for new Nurses will not be above the “Midpoint” salary of the existing pay range. Any exceptions to this provision shall require the consent of the Union.
- B. Salary Range:
  - a. Minimum: \$31.00 per hour
  - b. Midpoint: \$37.00 per hour
  - c. Maximum: \$43.00 per hour
- C. The Parties agree that the pay ranges referenced in Section 2B of this Article shall increase by three (3.00%) on December 1, 2024 and again on December 1, 2025. The

Parties further agree that HRH may increase the aforementioned increase to the pay ranges by greater than three percent (3.00%) with the consent of ONA, which shall not be unreasonably denied.

- D. If HRH has the need to hire a new Nurse at a rate above the rate of one or more incumbent Nurse(s) who have the same or more years of experience working as a Registered Nurse, then HRH shall raise the rate(s) of such incumbent Nurse(s) retroactive to the date of hire of the newly-hired employee so long as the newly-hired employee is not terminated during his/her probationary period.
- a. CRRN and Wound Care differentials shall not be considered when determining an incumbent bargaining unit nurse's base rate of pay.
  - b. HRH agrees to provide an electronic report to the ONA Chair, Secretary-Treasurer and the ONA Labor Representative within two (2) weeks of every new hire's start date which shall contain the following information: name; years of experience working as a Registered Nurse; and starting rate of pay.

Section 3. The Parties agree that they will meet no later than January 31, 2026, to discuss and agree upon a plan to increase the rate of all bargaining unit nurses who have or will reach ten (10) or more years of bargaining unit experience by the expiration of this collective bargaining agreement and are not yet at the midpoint wage rate which became effective following November 30, 2025. The Parties agree that such plan will result in these affected bargaining unit nurses to receive an increase to the midpoint wage rate no later than the first full pay period following October 31, 2026.

Section 4. During the term of this Agreement, there shall be no anniversary or step increases. The steps memorialized in prior collective bargaining agreements shall remain frozen.

Section 5. Certified Registered Rehabilitation Nurses (CRRNs), the current Certified Substance Abuse Registered Nurse, the Certified Wound Care Nurse shall receive one dollar (\$1.00) per hour differential. The differentials set forth in this Section shall apply to all hours paid (i.e. vacation, holiday, sick leave, bereavement).

#### Section 6.

- A. The payday schedule is Friday- 6:30 a.m. to 4:30 p.m.
- B. Paychecks for nurses will reflect accurate vacation accrual, sick time and personal day balances.
- C. If an error in a nurse's paycheck involves pay of eight (8) hours or more and is of HRH origin, a new paycheck will be available to the nurse by Tuesday of the following week and said check will be issued. If the error is due to the nurse's negligence, the error will be corrected on the next paycheck due the nurse.

- D. All nurses' paychecks will be made pursuant to Direct Deposit in a financial institution designated by the nurse.

**Section 7.** The Parties agree that the annual wage increases set forth in Article 16 are not intended to survive or extend beyond the expiration or termination of this Agreement. Upon expiration of this Agreement, a nurse's base salary shall remain what it was on the date of the Agreement's expiration and will remain unchanged unless and until ratification of a successor collective bargaining agreement.

## **ARTICLE 17**

### **Sick Leave**

**Section 1.** Full-time nurses who have completed their probationary period shall accrue paid sick leave at the rate of ten (10) calendar days per calendar year or 3.08 hours per pay period) Part-time nurses who have completed their probationary period shall accrue paid sick leave at the rate of four (4) days per calendar year or 1.85 hours per pay period. Although accruals begin from the date of hire, employees will not be permitted to use sick leave until after completing their probationary period. Full-time and part-time nurses additionally can accrue up to a total of eighty-two (82) days or 656 hours and upon reaching such accrual level cannot accrue additional.

**Section 2.** Sick leave with pay will be granted on the first (1st) day of absence due to a bona fide personal illness or injury on three (3) occasions in each rolling year; thereafter on the third consecutive working day of absence; however the nurses may receive sick leave from the first day if the nurse is admitted to a hospital or has a medical procedure that is covered by the deductible as defined by the hospitalization insurance. All claims for sick leave pay beyond their scheduled work week must be accompanied by a certificate of care from the nurse's physician. For those nurses hired prior to April 1, 1998, sick leave will be granted on the first day. HRH reserves the right to have any such nurse examined by another physician. If there is a difference in medical opinion as to a nurse's condition, HRH and the union will select a third doctor whose opinion shall be binding on all parties.

**Section 3.** Should a nurse return to work before her maximum sick leave is paid and works a maximum of two (2) days and is unable to continue because of illness, the sick leave pay shall be granted without another two (2) day waiting period.

**Section 4.** Sick leave is charged to the closest tenth of an hour in the first hour. After that, sick leave is paid in one-hour increments. Nurses are charged for sick pay only for days which they would otherwise have been scheduled to work. Sick leave pay payment will not exceed the nurse's normal scheduled workday or a maximum of forty (40) hours per week.

**Section 5.** Sick leave will be granted to nurses upon approval of the nurse's department manager and upon review by the Human Resource Department and with the concurrence of the Administrator for the following reasons:

- A. Absence from work due to a personal illness or injury of the nurse.

- B. Absence from work due to an illness or injury in the nurse's immediate family. If an absence in excess of two (2) days is required, the submission of an appropriate validation of need from a physician shall be required. (Immediate family for purposes of this Section 5 B shall include spouse, son, daughter, mother, and father.)
- C. When, through exposure to a contagious disease, either the health of the nurse would be jeopardized or the nurse's presence on the job would jeopardize the health of others.

Sick leave benefits as it relates to this Article 17 shall be subject to a physician's statement indicating the need to begin a pregnancy leave. Also an additional physician's statement shall be required indicating the nurse's ability to return to the former position.

**Section 6.** The procedure for applying for compensated sick leave for absence due to medical reasons or injury (personal or immediate family), and/or for the care of the nurse's child (birth or placement for adoption or foster care) shall be as follows:

- A. An application for sick leave must be obtained from the immediate supervisor or Nursing Secretary.
- B. All questions must be answered in their entirety.
- C. The sick leave application must be approved by direct Supervisor, Director of Patient Care Services, or designee and returned to the Nursing Office by the end of the pay period in which the nurse was absent.
- D. Applications for sick leave not submitted by the end of the payroll period following the payroll period in which sick leave is sought will not be approved and will not be paid until such application is completed and submitted. Nurses may contact the Nursing Office via phone and/or email to complete such application.

**Section 7.** How to qualify for sick leave credit:

- A. Notice of illness must have been given promptly to the immediate supervisor or other designated person in the department. Such notification must be made at least two (2) hours before the scheduled starting time unless emergency or other conditions make it impossible.
- B. A notice of at least seven (7) days shall be given to the immediate supervisor, Director of Patient Care Services, or designee, when sick leave is to be used for hospitalization due to diagnostic studies. At least fourteen (14) days' notice shall be given for scheduled elective surgery.

When a nurse has been out more than their scheduled work week, a statement from the nurse's personal physician must be presented to the immediate supervisor, Director of Patient Care Services, or designee, before work can be resumed. This statement shall state the ability of the

nurse to resume work or the probable length of absence. HRH may require a nurse to be examined by another physician prior to returning to work if there is a question with regard to the nurse's physical capabilities of performing the duties of the position. If the nurse is found not capable of resuming work, she may be returned to a sick leave status.

**Section 8.** Falsification of either the written, signed statement, or the physician's certificate will be grounds for corrective action and the nurse may be subject to dismissal.

**Section 9.** HRH retains the right to initiate investigations by the Human Resource Department when it is suspected that sick leave privileges are being abused. Nurses failing to comply with sick leave rules and regulations will not be paid. Applications for sick leave with intent to defraud will result in immediate dismissal and refund to HRH of all salaries or wages paid during such sick leave.

**Section 10.** If an illness or disability continues past thirty (30) consecutive days whether compensatory under the sick leave plan, or non-compensatory leave of absence, the nurse shall notify the immediate supervisor, Chief Nursing Officer, or designee that additional sick leave time is required. The supervisor, Director of Patient Care Services or designee may then temporarily fill this nurse's position in order to provide continuity of patient care.

As long as the nurse is covered by earned sick leave credit, the nurse's absence will be considered under the sick leave plan.

When the illness or disability continues past the time when the nurse is scheduled to return to work, the nurse shall notify the immediate supervisor and may at that time be considered for a disability leave of absence not to exceed a total of twelve (12) months. (Refer to Leave of Absence, Article 18)

**Section 11.** If an illness or disability has continued past the time when the nurse is scheduled to return to work, the nurse shall notify the immediate supervisor, Director of Patient Care Services, or designee, when they are ready to return to their former position. Such notification shall be made at least seven (7) days prior to the date that the nurse is ready or able to return to work. An attending physician's release must be submitted and the nurse may be subject to a physical examination by another physician.

When the immediate supervisor, Director of Patient Care Services, or designee receives such notification or release, they shall notify the Human Resource Department, that the nurse is ready to return to work and that such nurse shall be returned to work pursuant to Article 18, Section 5 placed in her former department.

**Section 12.** A nurse who becomes eligible for Workers' Compensation payment for loss of time may choose to use sick leave before such payments are made. Any staff member who is on a medical work-related leave of absence is required to report to the Director of Patient Care Services or her designee at least once a week for the first thirty (30) days absence and every fourteen (14) days after that for the duration of the leave. Reporting can be by phone, in person, or in writing.



**Section 13.** Nurses who miss two days in a calendar month, asserting that the absence(s) are due to a previous work-related illness/injury, the nurse will be required to submit medical certification for the second day. In addition, the nurse will be required to forward a copy of the medical certificate to the Human Resource Department. If medical certification is not provided for the second day of the absence, the absence will be considered an occurrence under HRH's Absenteeism Policy.

**Section 14.** Effective upon ratification, Nurses will be permitted one (1) emergency call-off per calendar year that will not count as an occurrence for purposes of HRH's attendance policy. The Chief Nursing Officer or Director of Patient Care Services reserves the right to determine whether the reasons for the emergency call off qualifies under this section, but such approval shall not be unreasonably denied. The CNO or Director of Patient Care Services may also require the Nurse to provide proof of the emergency unless impractical it is to do so.

## **ARTICLE 18**

### **Leaves of Absence**

**Section 1.** **Types of Leave.** The following types of leaves of absence shall be available to all full-time and part-time nurses who have completed six (6) months of continuous service from their last date of employment. The following leaves of absence shall, be subject to the eligibility benefits of this Article:

- A. Injury
- B. Medical
- C. Pregnancy
- D. Personal
- E. Child Care
- F. Paternity
- G. Adoption
- H. Military
- I. FMLA
- J. Educational Leave of Absence

All leaves of absence are without pay unless otherwise provided for in this Article.

**Section 2.**     **Duration of Leave.** The maximum amount of time a nurse who qualifies pursuant to Section 1 shall be permitted to be on leave is as follows:

- A.   **Injury.** For non-work related injuries a nurse shall be permitted to be on leave for up to a maximum of twelve (12) consecutive months provided however, such leave shall last no longer than the duration of the injury that prohibits her from performing her assigned work duties. For work-related injuries, a nurse shall be permitted to be on leave for the full period of disability, provided however, such leave shall last no longer than the duration of the injury that prohibits her from performing her assigned work duties or the nurse has been found to have reached maximum medical improvement by the Bureau of Workers' Compensation with no appeal pending, whichever is later. The time period a nurse is on an injury leave shall run concurrently with any FMLA for which the nurse qualifies.
- B.   **Medical.** For non-work related illness a nurse shall be permitted to be on leave up to a maximum of twelve (12) consecutive months, provided however, such leave shall last no longer than the duration of the illness that prohibits her from performing her assigned duties. For work-related illnesses, a nurse shall be permitted to be on leave for the full period of disability, provided however, such leave shall last no longer than the duration of the illness that prohibits her from performing her assigned work duties or the nurse has been found to have reached maximum medical improvement by the Bureau of Workers' Compensation with no appeal pending, whichever is later. The time period a nurse is on a medical leave shall run concurrently with any FMLA for which the nurse qualifies.
- C.   **Pregnancy.** A nurse shall be permitted to be on leave prior to delivery, after delivery, and for any medical complications associated with her pregnancy up to a maximum of twelve (12) consecutive months with such leave to last no longer than the duration of the disability that prohibits her from performing her assigned work duties. Such leave is not for childcare. The time period a nurse is on a pregnancy leave shall run concurrently with any FMLA for which the nurse qualifies.
- D.   **Personal.** A nurse may request a leave of absence for personal reasons. Such leave request shall state the reason(s) for such leave and shall be reviewed by HRH on a non-discriminatory basis. HRH may determine, based on its needs, whether to grant such leave and, if granted, the length and conditions of such leave, however, not to exceed thirty (30) days. The time period a nurse is on a personal leave shall run concurrently with any FMLA for which the nurse qualifies.
- E.   **Child Care.** A leave of absence shall be granted upon the request of a nurse immediately after the expiration of a pregnancy leave provided the combination of child care and pregnancy leave does not exceed twelve (12) consecutive months. The time period a nurse is on child care leave shall run concurrently with any FMLA leave and pregnancy leave for which the nurse qualifies.

- F. **Paternity.** HRH shall provide, if requested, two (2) weeks paternity leave. The time period a nurse is on a paternity leave shall be for consecutive weeks and shall run concurrently with any FMLA leave for which the nurse qualifies.
- G. **Adoption.** Leave of absence for reasons of adoption, when properly certified, shall be granted. Only one (1) parent will be entitled to a leave of absence and such leave will be for six (6) months and may be extended in three (3) month increments not to exceed a total of twelve (12) consecutive months. The time period a nurse is on adoption leave shall run concurrently with any FMLA for which the nurse qualifies.
- H. **Military.** All Nurses without regard to seniority are eligible for military leave. A nurse shall be granted leave as required by State and Federal Law for military training and service statutes. A nurse shall notify HRH as soon as possible after receiving an order for training or service.
- I. **Family and Medical Leave Act.** HRH agrees to provide leave as required by the Family and Medical Leave Act, reserving all rights it has under the law, including the right to require certification, advance notice, and subject to the rights provided to a nurse under Article 17, the right to request repayment of insurance premiums for nurses who fail to return after the expiration of such leave. All full-time and part-time nurses who have been employed by HRH for twelve (12) months or more and who have worked one thousand two hundred and fifty (1,250) hours or more in the immediately preceding twelve (12) months are eligible to take leave as provided by the Family and Medical Leave Act.
- J. **Educational Leave.** Educational leave to further professional growth, clinical experience, and advancement may be granted up to twelve (12) consecutive months, with advance approval, with no loss of seniority and other rights. To be eligible for educational leave the nurse must be enrolled in an accredited institution or certification program.

Extension of leaves of absence provided for in this Section beyond the initial time period permitted may be granted by HRH. The duration of any leave of absence extension, if granted, will be flexible and dependent upon the individual circumstances of the nurse in question and the operational needs of HRH. If any extension is granted it shall not constitute a past practice with respect to future requests for leave. The requirements of Section 3 of this Article shall apply for leave extension requests for medical, injury or pregnancy reasons.

**Section 3.** **Medical, Injury, Pregnancy & Family and Medical Leave Act.** All nurses eligible for medical, injury, pregnancy and Family and Medical Leave Act leave may be required by HRH to furnish medical evidence satisfactory to it for the period of leave including medical certification satisfactory to HRH that she is unable to perform her duties or unable to return to work. HRH reserves the right to require a second medical opinion at it's expense with respect to any initial request for leave, continuation of or extension of such leave, under this Section.

**Section 4.**     **Benefits During Leave.** There is no accrual of sick leave, vacation and holiday benefits during an unpaid leave of absence, except as provided below:

- A. A nurse's seniority will continue to accrue for vacation benefits and length of service increments for the duration of leave for injury leave, medical leave, or pregnancy leave up to twelve (12) consecutive months.
- B. For all leaves other than those covered in Section 4 A and military leave, a nurse shall continue to accrue for vacation benefits and length of service increments not to exceed ninety (90) consecutive days. Benefit accrual for nurses on military leave shall be pursuant to law.
- C. Before going to unpaid status, nurses on any leave shall use all eligible personal days, sick time and/or vacation time, except a nurse may reserve 120 hours of unscheduled paid time.
- D. For leaves provided for in this Article, vacation days may be utilized during leave time; however, accrued vacation time may be used during absences due to personal illness, or emergency, after a nurse has exhausted her paid sick leave.
- E. Scheduled vacation time must be used if it falls in the same period of time as the Leave of Absence.

**Section 5.**     **Filling of Positions.** HRH may permanently fill a position of a nurse on leave of absence as follows.

- A. For medical and injury leave after three (3) consecutive months on leave status;
- B. For all child care and pregnancy leaves after three (3) consecutive months of non-paid status; and
- C. For personal leaves after three (3) consecutive months;
- D. For Family and Medical Leave Act and Military leaves, Federal and State law requirements will be followed; and
- E. For leave of absence not recognized under FMLA after three (3) consecutive months.

Upon returning from a leave, a nurse will be returned to her former position if it has not been permanently filled. In the event the nurse's position has been permanently filled, she shall be eligible to bid on a job posting or fill a vacant position within one (1) year after the nurse went on leave. There shall be no obligation on the part of HRH to provide work prior to the expiration of any leave of absence period.

**Section 6.**     **Temporary Vacancies.** If HRH determines that a temporary vacancy resulting from a leave of absence is to be filled, and the needs of HRH and requirements of patient care

cannot be met by offering the additional available hours to regular part-time nurses and per diem nurses in accordance with Article 10, Section 10, HRH shall apply the following step:

- A. The temporary position, which shall be not fewer than thirty (30) consecutive calendar days in duration, shall be posted for five (5) calendar days. HRH may extend the duration of the position in increments of no fewer than thirty (30) days and the part-time nurse holding the position may elect to remain in the position without reposting.
- B. If the temporary position remains open after posting, HRH may temporarily transfer a nurse according to Article 12, Section 8. A temporary transfer shall not affect a nurse's job bidding rights.

**Section 7.**     **Transitional Return to Work Program.** HRH and ONA agree to maintain an early, safe return to work program for a nurse who has experienced a temporary work-related or non-work-related disability. A nurse who has obtained clearance from her treating physician and another physician shall be eligible for consideration to participate in this program. Before being placed in the program, however, HRH shall determine whether placement of such nurse is available and HRH shall notify ONA regarding such placement.

- A. The positions are temporary in nature according to the Transitional Work Program and depend on the disability in question and the ability of HRH to accommodate such disability. HRH shall determine the length that any nurse is in a transitional work program.
- B. All work assigned under this program shall be compensated at the nurse's regular rate of pay.

**Section 8.**     Nurses may donate sick and vacation time to another nurse on a leave of absence for catastrophic illness and injury. Donations are subject to approval by HRH prior to the transfer, and each nurse may donate no more than eighty (80) hours per calendar year. HRH decisions under this section shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 9.**     ONA will be provided with the names of nurses injured on the job within fourteen (14) calendar days from the time the Human Resources Department receives notice.

**Section 10.**    Accepting employment elsewhere while on approved paid or unpaid leave of absence may be grounds for corrective action up to and including termination.

## **ARTICLE 19**

### **Bereavement Leave**

- A. A nurse will be granted bereavement time due to death in the immediate family. In the event of a death of the spouse, son, daughter, stepchild, mother, father, or stepparent (provided there was a parent child relationship under age 18) the nurse will be granted paid bereavement leave at the applicable hourly rate for the number of hours equivalent to the nurse's scheduled work week (FTE status), not to exceed three (3) twelve (12) hour shifts for nurses that work twelve (12) hour shifts or five (5) eight (8) hour shifts for nurses that work eight (8) hour shifts. Bereavement leave provided for this section shall begin no later than the day of the funeral, absent unusual circumstances.
- B. In the event of a death of a brother, sister, grandparent, or grandchild, a nurse will be granted paid bereavement leave at the applicable hourly rate for two (2) twelve (12) hour shifts for nurses that work twelve (12) hour shifts or three (3) eight (8) hour shifts for nurses that work eight (8) hour shifts. Bereavement leave provided for in this section shall begin no later than the day of the funeral, absent unusual circumstances.
- C. In the death of a mother-in-law the nurse will be paid for the day of the funeral.
- D. Requests for additional unpaid time off for Bereavement Leave including for other than listed above may be granted at the discretion of the Chief Nursing officer, or her/his designee, however such decisions are not subject to Article 9/Grievance Procedure.
- E. In calculating the benefit, the day of the death will not be counted, and the nurse will be paid for her normal complement of hours on that day if scheduled. If the death occurs when the nurse is at work, the nurse will be compensated for her remaining scheduled hours.
- F. The Bereavement Leave set forth in this Article shall not count as days missed in relation to HRH's absenteeism program.

## **ARTICLE 20**

### **JURY DUTY**

Nurses regardless of the shift to which they are assigned, required to serve jury duty, will, be released from their current schedule on those days which they are required to serve and shall be paid the difference between the fee paid for such service and an amount equal to the straight-time pay for the pay period involved to a limit of eight (8) hours per day or twelve (12) hours per day depending on the nurse's scheduled hours of work for the day(s) required to serve and forty (40) or thirty six (36) hours per week. Time paid for jury service shall not be counted as time worked for purposes of overtime computation but shall be counted for all other purposes. This provision shall apply only to nurses who have been on the active payroll for three (3) months and who give

proper notice of such absence. A nurse scheduled to work night shift shall have the option of being released either the shift before or following the jury duty.

## **ARTICLE 21**

### **Educational Program**

**Section 1.** A full-time nurse or part-time nurse who works: (1) at least two (2) days per week; (2) who has established bargaining unit seniority of at least six (6) months; (3) is enrolled at an accredited institution, including on-line courses offered by such institutions, and (4) is taking one or more courses which contribute to professional growth and service to HRH may be entitled, with managerial approval, to reimbursement of the cost of up to twelve (12) credits per calendar year for full-time and six (6) credits per calendar year for part-time for tuition (not to exceed the average cost per semester hour of Kent State and Youngstown State) upon submission of proof of satisfactory completion such course or courses. A grade of “C” (or equivalent, as determined by the educational institution) or better shall constitute “satisfactory completion” within the provisions of the Article. The nurse must be actively working during the entire quarter/semester in which tuition reimbursement was approved.

A nurse who terminates employment with HRH within (6) six months after receiving payment for tuition and other expenses will be required to repay the HRH 1/12 the amount of the money for each month less than the six (6) months.

**Section 2.** Full-time and part-time nurses, who have completed six (6) months continuous service from their last date of employment are eligible to attend meetings, seminars or educational programs. Effective January 1, 2024, subject to prior managerial approval, time off at the regular rate of pay shall be granted to full-time and part-time nurses to attend twenty-four (24) hours of such programs every odd year, and twelve (12) hours of such programs in the even years. This time can be taken in hour increments and may be used for approved independent study continuing education programs; HRH sponsored or externally sponsored educational programs.

**Section 3.** Attendance at required in-services or required external educational programs shall be counted as time worked under this Agreement, and nurses shall be compensated for all such hours at their regular straight-time hourly rate, and for the cost of travel and registration fees. Attendance at programs under this Section 4 shall not affect the benefits provided in Section 3 of this Article 21.

**Section 4.** HRH will reimburse any full-time nurse or part-time nurse for the cost of the examination required to obtain the Rehabilitation Nurse Certification and for each renewal required to maintain such certification.

**ARTICLE 22**  
**Health Program**  
**Hospital Insurance DRUG Program**

**Section 1.** A health program for nurses at the expense of HRH shall be provided to include the following:

- A. A pre-employment physical examination.
- B. Annual tuberculin screening and chest x-ray if medically indicated.
- C. Urinalysis, CBC, and Coronary Risk Factor Test.

**Section 2.** HRH will provide regular full time and part time registered nurses, at no cost to the employee, Employee Term Life Coverage, Accidental Death and Dismemberment Coverage, and Long Term Disability Coverage in accordance with the following schedule:

Employee Term Life Coverage: One (1) times annual salary, rounded to the next highest \$1,000.

Accidental Death & Dismemberment Coverage: One (1) times annual salary, rounded to the next highest \$1,000.

Long Term Disability Coverage Plan: 40% annual salary up to \$4,000 maximum monthly benefit. Benefits begin on 91<sup>st</sup> day of disability. Nurses may purchase an additional 20% of coverage, for a total of 60% of her salary; up to \$5,000 maximum monthly benefit.

Dependent Life Insurance: \$5,000 - \$10,000 coverage amount available for spouse and children up to age 26.

**Section 3. Medical Insurance.** The Medical Plan, which also includes Prescription Drug Buy-Up and Vision benefits is administered by Blue Cross Blue Shield of Massachusetts. Employees may choose from two (2) plans: the Essential Plan or the Core Plan, a copy of the Summary of Benefits of these two Plans is attached as Exhibit B. The Employer agrees that the benefits on Exhibit B shall not be modified prior to January 1, 2020. At such time, such benefits may be modified by the Employer during the term of this Agreement so long as they are offered and provided to the Employer's un-represented employees. The parties agree that such modifications to the benefits shall not result in an increased cost to any Deductible, inclusive of the annual Out-of-Pocket Maximum on the attached Summary of Benefits by greater than ten percent (10%), and to any Copayment by greater than five dollars (\$5.00). Employees are offered three (3) levels of benefit: Steward Providers and Steward Affiliates, All Other In-Network and Out-of-Network. If a service is available at an area Steward facility and an employee chooses to obtain the services elsewhere, benefits will be paid at out-of-network levels, even if the facility is in the BCBS network.

- a. Contributions for Insurance Premiums - (i) Effective the first full payroll period on or after April 1, 2016 (Note: This date is subject to administrative feasibility of implementation by this date.) full time employees shall contribute seventeen and one-half percent (17.5%) of the monthly premium (payable through payroll withholding on a bi-



weekly basis) for the cost of the Essential Plan and twenty-two and one-half percent (22.5%) for the Core Plan for coverage of the Bargaining Unit Medical Plan selected by employee, i.e. Employee Only, Employee and Spouse, Employee and Child(ren) or Family.

- b. Effective the first full payroll period on or after April 1, 2016 part time employees who work a minimum of twenty hours per week shall contribute twenty-six and one-quarter percent (26.25%) of the monthly premium (payable through payroll withholding on a bi-weekly basis) for the cost of the Essential Plan and thirty-three and three-quarter percent (33.75%) for the Core Plan for coverage of the Bargaining Unit Medical Plan selected by employee, i.e. Employee Only, Employee and Spouse, Employee and Child(ren) or Family.
- c. The Hospital will provide regular full time and part time registered nurses Dental Coverage under the same terms and conditions as those offered to non-represented employees of the Hospital.

**Section 4.** No nurse shall be eligible for health benefits including vision, dental and prescription insurance, life insurance and non-occupational death and dismemberment insurance until the 1<sup>st</sup> of the month following thirty (30) days of continuous employment.

**Section 5.** **Flexible Spending Accounts.** Medical Spending Account and Dependent Care Spending Account will be offered by the Medical Center for use by full-time and part-time nurses for eligible expenses. A Flexible Spending Account Debit Card will be issued to each participant (2 per household). Expenses subject to verification of eligible expense. All monies left over in participant account at the end of the plan year is forfeited.

**Section 6.** **Vision.** The Medical Center will provide regular full time and part time registered nurses Vision coverage.

**Section 7.** Payment of premiums by the employee for hospitalization, surgical coverage, and life insurance will be calculated in the same manner as if the employee were working and will continue when a nurse is on an official leave of absence for sick leave, however, such period shall not exceed six (6) months during any sick leave period. Sick leave as it relates to this Section may be compensatory or non-compensatory.

**Section 8.** Continued payment of premiums for hospitalization, surgical coverage, and life insurance beyond an approved sick leave period shall be contingent upon a physician's report and such physician's report shall indicate a specified time limit for duration of continued sick leave if not considered a disability.

**Section 9.** Hospitalization, surgical coverage, and life insurance coverage beyond an approved sick leave period shall be contingent upon a physician's report and such physician's report shall indicate a specified time for duration of continued sick leave if not considered a

disability. Payment of premiums by the employee will be calculated in the same manner as if the employee were working.

**Section 10.** Payment of premiums by the employee for hospitalization, surgical coverage, and life insurance will be continued beyond the six (6) month limitation only when a nurse is on sick leave covered by the Industrial Commission due to an industrial accident or illness. Payment of hospitalization will be discontinued after 24 months. Payment of premiums by the employee will be calculated in the same manner as if the employee were working.

**Section 11.** Payment for premiums for hospitalization and surgical coverage will be discontinued on the exact date that a nurse has been determined to be totally and permanently disabled by a physician and such notice either directed to the staff at HRH or through the Industrial Commission of Ohio.

**Section 12.** Hospitalization and surgical insurance coverage will be discontinued on the exact date that a nurse has been determined to be totally and permanently disabled by a physician and such notice either directed to the staff at HRH or through the Industrial Commission of Ohio.

**Section 13.** Upon termination of employment, retirement, or death of a nurse, all payment of premiums for hospitalization, surgical coverage, and term life insurance for that nurse will be discontinued.

**Section 14.** Nurses working thirty-two (32) hours and above are considered full time for insurance benefits. Hours are audited and adjusted on a semi-annual basis. Nurses who work between 20 and 31.99 hours are considered part time for insurance benefits.

**Section 15.** Deductible levels on Schedule of Benefits for Core and Essential plans are cross cumulative. All allowable charges incurred apply to all deductible amounts for each level (Tier 1, Tier 2, and Tier 3).

**Section 16.** The means and methods employed by HRH, including the selection of insurance carriers and program design, shall be at the sole discretion of HRH. However, the selection of an insurance carrier as well as the program design shall provide substantially equivalent coverage under this agreement.

**Section 17. Dependent Eligibility.** The spouse and children to age 26 of an employee are eligible for benefits. Documentation (in the form of a marriage or birth certificate, etc.) will be required to enroll a dependent. Social security numbers will be required for dependents.

**Section 18. Taxed Contributions.** Medical/RX/Vision, Dental, and Flexible Spending accounts are all pretax contributions. Changes to those plans are allowed due to a qualifying life event or during the annual open enrollment period only. Changes must be made within thirty-one (31) days of the qualifying event. Life and accident insurance, long term disability, and dependent life insurance are post tax contributions.

**Section 19.**    **Reopener.** The Parties agree to reopen the contract on or about August 1, 2021 for the limited purpose of negotiating health insurance for the 2022 and 2023 plan years. In the event the parties are not able to reach agreement, the provisions of Article 27 shall not apply.

## **ARTICLE 23**

### **Miscellaneous Benefits**

**Section 1.**    Upon completion of the nurses ninety (90) day probationary period and annually thereafter, each full and part-time nurse shall be entitled to a seventy-five (\$75.00) dollar allowance toward the purchase of uniforms and shoes.

**Section 2.**    A new nurse who purchases uniforms subsequent to date of hire, may submit proof of purchase after completion of the ninety (90) day probationary period.

**Section 3.**    A nurse who has been exposed to blood or body fluids while on duty must report the exposure to her immediate supervisor and begin the established medical follow-up and documentation. HRH must notify nurse(s) if she has come into contact with an airborne disease and HRH must provide appropriate follow-up testing for the nurse(s). HRH will further provide appropriate protective gear and isolation precautions for situations where HRH has a known or suspected patient with an airborne disease. Thereafter, if the nurse acquires a potentially fatal and/or debilitating illness or disease, such nurse(s) will be permitted to continue work in accordance with the HRH policy and the Americans With Disabilities Act.

**Section 4.**    HRH and ONA recognize their respective obligation under the Americans with Disabilities Act. HRH agrees, with the nurse's consent and written waiver of confidentiality, that HRH will notify ONA of any reasonable accommodation granted to a nurse under the terms and provisions of the ADA, before the effective date of any such accommodations.

**Section 5.**    All concepts of the Centers of Excellence will be discussed with the Ohio Nurses Association (ONA) prior to implementation. This will include educational opportunities and responsibilities associated with such, as it relates to the Collective Bargaining Agreement.

**Section 6.**    The ONA shall encourage nurses to participate as representatives on any cross-functional committee or task force which is working to improve quality of care and/or meet Joint Commission standards. Such committees shall have no authority to affect any mandatory subjects of bargaining and the ONA shall not be deemed to have waived any of its rights by virtue of this provision.

**Section 7.**    The parties, Ohio Nurses Association and HRH, agree to maintain a Safety Steering Committee. The Safety Steering Committee shall have a local unit representative. The local unit representatives will be appointed by the local unit.

The Committee shall meet at least monthly, unless the parties agree otherwise and the meetings shall be on work time, during work hours. Further, if the Committee is unable to resolve a health and safety issue, the issue(s) may then be taken to the grievance process for resolution.

## **ARTICLE 24**

### **401K Plan**

**Section 1.** A 401(k) Plan will be provided to RNs. All nurses are eligible to participate in the Steward Health Care 401(k) Retirement Savings Plan (the “the 401(k) Plan”) on the first of the month following ninety (90) days of employment.

- A. Employer will match 100% of the first 3% of the nurses' salary contributed up to established federal limits.
- B. Nurses who have completed 3 months of employment and 1,000 hours of service are eligible for the Employer match.
- C. The Employer match is contributed each pay period for eligible employees.
- D. The Employer’s matching contribution will be one hundred percent (100%) vested upon an employee’s completion of one (1) year of service in which the employee has worked at least 1,000 hours.

**Section 2.** In the event the Hospital or an affiliate determines during the term of this Agreement to terminate and/or amend the 401(k) Plan for general administrative purposes, including but not limited to regulatory compliance or benefit and such termination and/or amendment is applicable to all individuals employed by the Hospital who are covered by the Plan subject to the termination and/or modification, as the case may be (the “other individuals”), such termination and/or modification shall be automatically applied to the represented employees contemporaneously with the other individuals.

The Hospital agrees that, in the event any such change in the 401(k) Plan involves the termination of such plan, the termination would be undertaken in order to, by way of example only, facilitate or maintain compliance with applicable law [including without limitation, the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Public Health Safety Act (“PHSA”) and any regulations or other formal guidance issued under the Code, ERISA or the PHSA], or to provide comparable benefits for employees and other individuals through a different plan.

## **ARTICLE 25**

### **Severance Pay**

**Section 1.** Current nurses who retire at the applicable Social Security Retirement Age and who are fully vested under the Forum Health Pension Plan shall be permitted to convert up to a maximum of 480 hours of accrued sick leave into cash settlement. This settlement will be made within thirty (30) calendar days after normal retirement.

## **ARTICLE 26**

### **Scheduling**

**Section 1.** HRH will pattern staffing in such manner that nurses will be scheduled off every other weekend, unless agreed to otherwise by the nurse. ONA agrees that should any nurse fail to work on a scheduled weekend, said nurse may be scheduled to work the following weekend unless the nurse submits a doctor’s slip within three (3) days of the weekend in discussion,

stating the inability of the nurse to report for duty. If a nurse is unable to make up the missed weekend due to illness, she may be subsequently scheduled to work another weekend.

**Section 2.** Nurses shall maintain their current work schedules consistent with the needs of HRH, and other applicable terms of this Agreement.

**Section 3.** Nurses are permitted to trade schedules or individual shifts, provided that such trades do not require additional payment for overtime or other premium pay other than differentials. Such trading of schedules must be made in writing by both individuals and approved by the nursing office prior to the trade.

**Section 4.** HRH, whenever possible, will provide cross-training and orientation for nurses. HRH will offer cross-training and orientation to nurses who express such desire in order of bargaining seniority based upon HRH's operational needs. Non-contractual issues relating to cross-training will be referred to the Nursing Advisory Committee.

**Section 5.** When switch slips are utilized for self-coverage, the maximum number of days off without pay per quarter shall be limited to three (3) working days. The nurse requesting to switch shall first seek coverage from part-time nurses providing no overtime results. If no part-time nurse is available, then the nurse may seek coverage from per diem nurses. Days worked by per diem nurses due to a switch are not counted toward quarter end rollover. Self-scheduling provisions are not subject to the grievance procedure.

**Section 6.** **Low Volume Staffing.** The parties agree that volume related staffing adjustments may be made within a department or unit, by the Hospital due to operational needs in accordance with the Hospital's staffing guidelines. When this occurs, the department manager shall announce the need to mandate low census day and the personnel from that department or unit will be offered the option to volunteer, to be pulled to a needed available position, or to take a low census day, which shall be done by equitable rotation in the department. When hours are reduced due to fluctuation of volume/census (after all agency, overtime, per diem, and extra time, specifically premium pay and work beyond FTE status, has been called off), the following will be implemented in this order:

1. The Employer will cancel all Agency staff (or reassign such Agency staff to duties not normally performed by bargaining unit employees);
2. The Employer will cancel all RNs on overtime;
3. The Employer will cancel all per diem RNs;
4. The Employer will seek volunteers and an Employee may volunteer without limitation to have a regularly scheduled shift, including parts of shifts, canceled;
5. The Employer will cancel all RNs who are working an extra shift or partial shift beyond their FTE status for the week on a non-overtime basis.

- If there is still a need to reduce staff, the Employer will mandate off the lowest senior person in the department identified for reduction. That person's name will then be flagged on a master seniority schedule. The next time that hours need to be reduced and that Employee is working, the flagged person will be excused and the next least senior person in the department identified for reduction will be mandated off.
- Persons who are canceled with less than one (1) hour notice or who report to work and are told that no work is available will receive four (4) hours straight time pay or work.
- In no event shall any one (1) employee be mandated off more than twelve (12) hours for part-time nurses and sixteen (16) hours for full-time nurses in a four (4) week schedule. Employees may volunteer for more than this amount.
- An employee may choose to take vacation or personal time or may take the time as unpaid time. No employee shall lose benefit status provided under this Agreement as a result of this procedure.
- Employees scheduled to work a Holiday, as identified in Article 14 "Holidays," are not eligible to be mandated on the holiday.

(a) During the term of this Agreement, the Employer shall have the right, in the circumstances described below, to serve the Union with a written notice, in the manner described below, informing the Union of the Employer's desire to renegotiate the terms and conditions set forth in this Section 6 (a "Notice of Renegotiation").

The Employer will conduct a review, on or about the last day of any calendar month, but no sooner than ninety (90) days from the effective date of this Agreement, of the experience during that period in any department where the Employer had determined the need for a reduction, assessing the number of employees volunteering to be canceled or called off, and the number of employees actually called off pursuant to this Section 6. The assessment shall be reviewed with the union at each labor management meeting, or sooner if objectives are not being met. In the event such a review demonstrates in any department or area in which there are ten (10) or fewer regularly scheduled employees, that the need for reduction was not achieved through volunteers and cancellations provided for in this Section 6 on twenty percent (20%) or more of the occasions on which the Employer first sought a volunteer or volunteers after having determined that there was a need for reduction, the Employer shall have the right, but not the obligation, to serve the Union with a Notice of Renegotiation. In the event such a review demonstrates, in any department or area in which there are eleven (11) or more regularly scheduled employees, that the need for reduction was not achieved through volunteers and cancellations provided for in this Section 6 on ten percent (10%) or more of the occasions on which the Employer first sought a volunteer or volunteers after having determined that there was a need for reduction, the Employer shall have the right, but not the obligation, to serve the Union with a Notice of Renegotiation.

In the event the Employer serves such a Notice of Renegotiation, the Parties shall meet promptly to negotiate over the terms and conditions set forth in this Section 6. In the event the Parties do

not execute a written agreement resolving the Employer's Notice to Renegotiate within sixty (60) consecutive calendar days following the Employer's service of the Notice to Renegotiate, the Employer shall have the right to serve the Union with a written notice of termination of this Section 6 (a "Notice of Termination"), which shall specify the date upon which the termination of this Section 6 shall become effective, which specified date must be at least twenty (20) consecutive calendar days following the date of service (in the manner provided for, below) of such a Notice of Termination (the "Notification Period"). The parties agree that once such Notice of Termination has been served by the Employer, the provisions of Article 29, No Interference With Operations, No Withdrawal of Nursing Services and No Lockout, of this Agreement shall be of no continuing force and effect, for the remainder of the duration of this Agreement or until the Parties execute a written agreement resolving the Employer's Notice to Renegotiate, whichever is sooner.

In order to be effective, any Notice of Renegotiation and/or Notice of Termination shall be served either by hand-delivery or by Registered US Mail (or other such similar means) to the Union at the following address:

3510 Snouffer Road  
Columbus, Ohio 43235

In computing the Notification Period defined above, the actual respective dates of delivery of the Notice of Renegotiation and of the Notice of Termination shall not be included in the computation of such Notification Period.

## **ARTICLE 27**

### **Alteration of Agreement and Waiver**

**Section 1.** No agreement, altering, varying, waiving, or modifying any of the terms or conditions contained herein shall be made by any nurse or group of nurses with HRH and no such 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.

**Section 2.** The waiver of any breach or condition of this Agreement by either party and any settlement of any grievance shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**Section 3.** HRH and ONA acknowledge that this Agreement, together with any letters of understanding embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all nurses covered by this Agreement.

**Section 4.** Any provision of this Agreement which may be in violation of state or federal acts, statutes, regulations, or orders, or revisions thereof, now effective or which may become effective during the terms of this Agreement shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of this Agreement.

**Section 5.** The parties also acknowledge and agree that they have had an opportunity to present and bargain about contract proposals on any subject they deemed appropriate during the negotiations leading to this Agreement. Neither party intends to be bound or obligated except to the extent that it is strictly so agreed herein, and this Agreement shall be strictly construed.

## **ARTICLE 28 Working Conditions**

**Section 1.** A nurse shall receive a true copy of each performance evaluation. The copy shall be presented to the nurse at the same time as the original and the nurse shall sign both.

**Section 2.** A nurse shall have the right to review her personnel file on her own time in the presence of a representative of the Human Resource Office. Should a dispute arise over matters therein, the dispute may be processed through the grievance procedure.

**Section 3.** HRH's work rules, personnel policies, or other regulations as HRH may establish in the future, shall not conflict with nor affect adversely any provisions of this Agreement. ONA will be notified prior to implementation of a new policy, procedure, regulation, and/or work rule affecting nurses. ONA will be afforded the opportunity to review the aforementioned prior to implementation. Should a question arise concerning the reasonableness of any work rules, personnel policy, or other regulation the matter may be processed through the grievance procedure herein.

## **ARTICLE 29 No Interference with Operations, No Withdrawal of Nursing Services and 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, picketing, sympathy strike, hand-billing and leafleting, or other interference with any operation or operations of HRH. The foregoing is not intended to deny to any individual nurse the right to resign for any reason. ONA shall cooperate with HRH throughout said period in continuing operation in a normal manner 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 corrective action. Such corrective action shall not be subject to review upon any ground other than whether the nurse violated Section 1. In the event there is any mass resignation or other concerted withdrawal of nursing services, slowdown, walkout, work stoppage, picketing, sympathy strike, hand-billing and leafleting, or other interference with HRH 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, sympathy strike, hand-billing and leafleting, walkout, or work stoppage or other



interference with HRH's operation is prohibited by this Article and is not in any way sanctioned or approved by the ONA. ONA shall also promptly order all nurses to return to work at once.

**Section 4.** In the event that HRH claims that ONA or any officer or agent or representative thereof, directly indirectly, authorized, assisted, financed, encouraged, or any way participated in any mass resignation or other concerted withdrawal of nursing services, stoppage of work, picketing, sympathy strike, hand-billing and leafleting, sit-down, slowdown, or other interference with the operation of HRH, or ratified, condoned, or lent any support to any such conduct or action, HRH may forthwith pursue relief in court as may be appropriate or submit grievance to arbitration under the arbitration procedure provided for in this Agreement, and ONA and HRH shall both cooperate to bring about an arbitration as expeditiously as possible. The arbitrator is empowered under this Article to grant injunctive relief or other appropriate remedies to HRH against ONA, and ONA hereby consents to the entry by or on behalf of HRH of any appropriate decree, order, or judgment in any court of competent jurisdiction, based on such award and for the purpose of permitting HRH to enforce and implement such award.

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

## **ARTICLE 30**

### **Possible Future Conditions**

#### **Section 1.**

- A. Steward Hillside Rehabilitation Hospital, Inc. agrees it will not sell, assign, transfer, or convey any ownership interest, asset, operation, management or control (hereinafter referred to as "transaction") of Hillside Rehabilitation Hospital (HRH) to any entity or individual ("Transferee") through any transaction with the Transferee unless and until the following conditions have been met prior to the closing date of the proposed transaction: (1) subject to the Transferee's right to set initial terms and conditions of employment, and as qualified by Section 1(C) of this Article, the Transferee has entered into a written agreement with the Ohio Nurses Association (ONA) to retain all registered nurses employed by HRH within the existing ONA bargaining unit, to the extent that the Transferee employs registered nurses, subject to the requirements of Sections 1(B) and 1(C) of this Article; (2) subject to the Transferee's right to set initial terms and conditions of employment, and as qualified as Section 1(C) of this Article, the Transferee has entered into a written agreement with the ONA recognizing the ONA as the bargaining representative for positions within the existing ONA bargaining unit; and (3) subject to the Transferee's right to set initial terms and conditions of employment, and as qualified by Section 1(C) of this Article, the Transferee has entered into an initial collective bargaining agreement containing those provisions of this Article outlined in Section 1(C) of this Article and any other collective bargaining provisions that the Transferee and ONA may agree upon, on or before the closing of any transaction.
- B. Subject to the exceptions outlined in Sections 1(A) and 1(C) of this Article, Steward Hillside Rehabilitation Hospital, Inc. shall require any Transferee to commit in writing in a separate agreement with the ONA that the Transferee shall retain members of the ONA bargaining unit employed by HRH at the time of closing of a transaction to the extent the

Transferee requires registered nurse positions covered by this Agreement at HRH. The following clarifications and modifications shall apply to this requirement:

1. If the Transferee maintains the same units and services as HRH has in place at the time of the closing date of any transaction, and with the same number of ONA bargaining unit members, such nurses shall continue to work in their same positions as of the closing date;
2. If the number of available ONA bargaining unit nurses covered by this Agreement exceed the number of required registered nurse positions in any unit as of the closing date of any transaction, the registered nurses on the respective unit shall be retained on a bargaining unit seniority basis;
3. If units are combined as of the closing date of any transaction and the number of available positions as a result of such combination are less than the available number at ONA bargaining unit nurses covered by this Agreement, the affected nurses shall be retained on a bargaining unit seniority basis;
4. If a unit is eliminated as of the closing date of any transaction, the ONA bargaining unit nurses affected by such unit elimination shall be retained on a bargaining unit seniority basis;
5. If the number of available positions on a unit exceed the number of ONA bargaining unit nurses available as of the closing date of any transaction, the positions shall be filled on a bargaining unit seniority basis;
6. To ensure appropriate patient care, if the Transferee offers a new patient care service or unit, which is not presently offered at HRH, but such work, or any part thereof, is bargaining unit work covered by this Agreement, the registered nurse bargaining unit positions shall be filled by displaced registered nurses in the bargaining unit based upon a combination of seniority and qualifications. This requirement of a Transferee shall expire after nine (9) consecutive months have passed from the closing date of any transaction covered by this Article. If two or more bargaining unit members are equally qualified, bargaining unit seniority shall be used as the tie-breaker. If no bargaining unit members are qualified, the Transferee shall have the right to hire outside of the bargaining unit.
7. The requirements of this Subsection shall not restrict or prevent in any manner a Transferee from changing the method of its operations after the closing date of a transaction covered by this Article, including adjusting the size of its workforce and determining what services, units, and staffing model it may wish to utilize.
8. All registered nurses covered by this Agreement, not retained by the Transferee subject to the provisions of this Subsection, including registered nurses in layoff status, shall be offered registered nurse positions prior to the Transferee hiring any registered nurses from outside the existing bargaining unit. The requirement that the

Transferee shall offer registered nurse positions to the ONA bargaining unit members shall continue for a period of nine (9) consecutive months from the closing date of any sale, assignment, transfer, or conveyance. If an ONA bargaining unit member refuses any offer of employment by the Transferee during the nine (9) consecutive months' time period, or if no offer of employment has been made to an ONA bargaining unit nurse during such nine (9) month period, the Transferee shall have no further obligation to offer employment to such ONA bargaining unit member.

- C. As a condition of any sale, assignment, transfer or conveyance of, without limitation, any ownership interest, asset, operation, management or control of all or a portion of HRH, any purchaser, assignee or transferee shall be bound by and incorporate into any initial collective bargaining agreement between the ONA the following contract Articles of this Agreement: Article 1, Article 3, Article 5, Article 6, Article 7, Article 8, Article 27, Article 29, Article 30, Article 31, and the ONA code of Ethics. The Transferee shall have the right to set any initial terms not expressly excepted herein for the retained registered nurse positions at HRH and ONA waives any right it may have to require the Transferee to otherwise adopt any other provisions of this Agreement and otherwise continue any other terms and conditions of employment in existence at the time of the closing of any transaction covered by this Agreement. After the Transferee sets initial terms and conditions of employment consistent with the exceptions set forth in this Subsection, the Transferee and the ONA shall expeditiously begin bargaining in good faith to conclude a collective bargaining agreement. Such bargaining for subjects and terms and conditions of employment in addition to those required to be adopted in an initial collective bargaining agreement between the Transferee and ONA outlined in this Subsection shall not delay any closing or regulatory approval of the transaction.

**Section 2.** HRH shall require as a condition of the transaction that the Transferee agree to Sections 1(A), 1(B), and 1(C) and include such terms in any agreement memorializing the transaction. HRH also agrees that the ONA is a third-party beneficiary of such commitments and that it may enforce its rights as such and any other rights or remedies it may have at law or in equity.

**Section 3.** Steward Hillside Rehabilitation Hospital, Inc. shall notify the ONA of any proposed sale of HRH simultaneously with giving notice to the Ohio Attorney General's Office as required by Revised Code Section \_\_\_\_\_ and any other applicable law. At the time of notice, HRH shall provide the ONA with all non-confidential and public record information provided to the Ohio Attorney General's Office and shall provide any additional non-confidential and public record documentation to the ONA that the Ohio Attorney General's office may require during its review of the proposed transaction. HRH may require the ONA, as a condition of disclosure, to execute a mutually agreeable non-disclosure agreement concerning the terms of any proposed transaction and the documentation provided to the Ohio Attorney General's Office, which may be confidential and not subject to disclosure under the Ohio Public Records Act.

**Section 4.** The ONA and the Transferee shall be presented with a reasonable amount of time, not less than thirty (30) days from the date of HRH providing notification to the Ohio Attorney General's Office of any proposed transaction covered by this Article, to enter into an agreement

that satisfies Sections 1(A), 1(B), 6(C) of this Article. Such notice and any bargaining thereafter between a Transferee and ONA, however, shall not delay any closing or regulatory approval of the transaction.

**Section 5.** Steward Hillside Rehabilitation Hospital, Inc. shall provide written notice to all prospective transferees of the terms of this Section before any document memorializing any transaction covered by this Article is executed.

**Section 6.** Steward Hillside Rehabilitation Hospital, Inc. shall advise ONA in writing of all dispositions and acquisitions in which: (1) HRH has a controlling interest; (2) involve bargaining unit nurses; and (3) that could add or delete registered nurse positions in the bargaining unit. This notice shall not constitute a waiver of rights by HRH or the ONA.

**Section 7.** HRH and the ONA expressly consent to the jurisdiction and venue of the Mahoning County Court of Common Pleas, the United States District Court for the Northern District of Ohio, the National Labor Relations Board, and either the United States Court of Appeals for the District of Columbia Judicial Circuit, or the United States Court of Appeals for the Sixth Judicial Circuit concerning any claims that may arise from or under this Agreement.

**Section 8.** HRH shall retain its legal obligations concerning the resolution of any grievances, unfair labor practices, or any other claims by the ONA or any member of the bargaining unit that are pending at the time of any sale, assignment, transfer of, without limitation, any asset, operation, management or control of all or a portion of HRH and BMP to any Transferee unless expressly assumed by the Transferee as a condition of the transaction. Provided Steward Hillside Rehabilitation Hospital, Inc. has given ONA proper notice under this Article, HRH shall have no obligation to ONA with respect to the requirements of this Article, or other provisions of this Agreement, after the closing of any transaction.

## **ARTICLE 31**

### **Nursing Advisory Committee**

A Nursing Advisory Committee shall be established according to the following:

**Section 1.** **Membership.** Three (3) selected by nursing administration, to include the Director of Patient Care Services or designee; three (3) selected by staff nurses, with representation by all shifts, if possible.

**Section 2.** **Meetings.** The chairperson shall be selected by the committee membership and shall be elected annually between the representatives of nursing administration and staff nurses. The meetings shall be quarterly or as called by the chairperson. Minutes of the meetings shall be kept. They shall include recommendations and any dissenting opinions and forwarded through the Director of Patient Care Services for consideration by administration. The agenda for the meetings shall be distributed to the membership before the meetings by the chairperson. Any items to be discussed shall be presented to the chairperson at least five (5) days before the meeting.

**Section 3.**     **Purpose.** The purpose of the committee is to foster communication between and among the nursing staff and nursing administration. Discussions shall be centered around the care administered by the nurses. This includes the quality of care, procedures performed, responsibilities of the professional, documentation of care, and educational needs of the nurse. The committee will not concern itself directly or indirectly with any matter which is subject to grievance procedures or management rights or to change the contract.

**Section 4.**     **Attendance.** Registered nurses will be paid one (1) hour wages for attending Nursing Advisory Committee meetings. Within thirty (30) days of the effective date of this Agreement, the parties shall schedule the quarterly Nursing Advisory Committee meeting dates for 2024. Thereafter, such meeting dates shall be scheduled no less than sixty (60) days prior to January 1 of succeeding years.

**Section 5.**     Within ninety (90) days of the effective date of this Agreement, the Parties shall establish a Nursing Care Committee in accordance with applicable law that brings direct care registered nurses to the table to develop staffing guidelines in accordance with applicable law. At least once per year, the Nursing Care Committee shall review the staffing guidelines as to how they affect patient outcomes, clinical management and the facilitation of a care delivery system that provides quality care consistent with prevailing standards of safe nursing care and evidenced based guidelines and make recommendations based upon review for revising the plan. Such review shall be in accordance with applicable law.

## **ARTICLE 32**

### **Substance Abuse**

The parties agree that the Employees covered by this Agreement shall be subject to Steward Health Care Drug and Alcohol Policy, HR 23 a copy of which has been provided to the Union. In the event that the Employer determines during the course of this Agreement to modify the Drug and Alcohol Policy, and such modification(s) is applicable to non-represented employees of the Employer, such modification(s) shall be automatically applied to the Employees, contemporaneously with the non-represented employees of the Employer.

The parties further agree that the Union shall have the right pursuant to the Grievance and Arbitration provisions of this Agreement to assert a claim that the Hospital's administration of the Substance Abuse Policy in the testing of any employee is arbitrary, capricious or discriminatory. Notwithstanding anything to the contrary in the policy, the parties agree that employee discipline, up to and including termination, is subject to the grievance procedure of this Agreement.

1. Definitions:
  - a. EBT - Evidentiary Breath Testing Device
  - b. ASD - Alcohol Screening Device

**ARTICLE 33**  
**Duration**

This Agreement shall continue in full force and effect without change until 11:59 P.M. November 30, 2026, except as otherwise provided for herein. If either party desires to amend or terminate this Agreement, it shall at least ninety (90) days prior to 11:59 P.M. November 30, 2026, give written notice of the termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after November 30, 2026, subject to termination or amendment by either party on at least ninety (90) days written notice prior to 11:59 P.M., November 30th of any subsequent year.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by the respective representatives this 27th day of December, 2023.

OHIO NURSES ASSOCIATION  
Negotiating Committee:

STEWART HILLSIDE  
REHABILITATION HOSPITAL, INC.:

**ADDENDUM TO AGREEMENT BETWEEN  
OHIO NURSES ASSOCIATION AND FORUM/HILLSIDE HOSPITAL  
Role of the Nurses**

**Section 1.** Both parties agree that they share the responsibility to provide nursing care to the citizens who use HRH's facilities which is consistent with the needs and goals of patients and Hospital and with the responsibilities of the nurse as a professional practitioner.

**Section 2.** To this end, both parties to this Agreement agree to abide by the ANA Code of Ethics as enumerated below:

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, person attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

**ADDENDUM TO AGREEMENT BETWEEN  
OHIO NURSES ASSOCIATION AND FORUM/HILLSIDE HOSPITAL  
"X" and "Z" Bonus Pay Program**

**Weekend Bonus "Z-time"**

Effective December 17, 2023 bonus pay will be paid at the rate of ten dollars (\$10.00) per hour for additional hours worked beyond scheduled hours beginning Friday, 2:00 p.m. until Monday 6:00 a.m. in increments not less than one hour at the discretion of the Director of Patient Care Supervisor or Scheduler.

**Weekday Bonus "X-time"**

Effective December 17, 2023, bonus pay will be paid at the rate of six dollars (\$6.00) per hour over and above the nurse's regular rate of pay, according to bargaining unit seniority for additional hours worked above their contracted hours of work beginning Monday at 6:00 a.m. through Friday, 2:00 p.m. "X-time" will be paid in no less than one-hour increments at the discretion of the Clinical Supervisor or Scheduler.

- ☐ All part-time and full-time RNs are eligible.
- ☐ Once the "needs list" is posted, staff who sign up for the "holes" in the schedule are eligible for bonus pay.
- ☐ Staff who signs up for extra hours must commit to no less than 4-hour increments.
- ☐ If an nurse reports off work on their regularly scheduled weekend shift to work and the nurse is scheduled to work "Z-time" the following weekend, in order to be eligible for "Z-time", the nurse will be rescheduled a make-up weekend shifts(s)during their first unscheduled weekend at their regular rate of pay.
- ☐ In order to initiate payment for "X" or "Z" time, the nurse must complete an Exception Sheet.

The "X" and "Z" Bonus Program will be reviewed each fiscal year and renewed as necessary.



**APPENDIX A**  
**Hillside Rehabilitation Hospital**  
**Employee Authorization Form**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

To Whom It May Concern:

You are hereby authorized and directed to deduct monthly from my earnings my Ohio Nurses Association membership dues. The dues deducted shall be remitted by you to ONA not later than the 10<sup>th</sup> day following the dues deduction. This authorization shall remain in effect until evoked by me and shall be irrevocable for a period of one (1) year from the date appearing above (or until the expiration of the present Agreement between HRH and ONA—whichever is sooner), at which time it may be revoked by written notice given by me to HRH and the ONA at any time during a period of ten (10) days prior to the expiration of one (1) year (or ten [10] days prior to the expiration of the present Agreement—whichever is sooner).

If no such notice is given, this authorization shall be irrevocable for successive periods of one (1) year thereafter, with the same privilege of revocation at the end of each such period.

Signature \_\_\_\_\_

**EXHIBIT B**  
**MEDICAL BENEFITS OVERVIEW**

DEDUCTIBLE AND MAXIMUM	CORE PLAN			ESSENTIAL PLAN		
	Steward Providers and Steward Affiliates - TIER 1	All Other In- Network PPO Providers - TIER 2	Out-of- Network - TIER 3	Steward Providers and Steward Affiliates - TIER 1	All Other In- Network PPO Providers - TIER 2	Out-of-Network - TIER 3
Annual Deductible	N/A	\$820 individual \$1,530 family	\$1,530 individual \$2,940 family	\$585 individual \$1,175 family	\$1,530 individual \$2,940 family	\$5,295 individual \$10,475 family
Out-of-Pocket Maximum	\$1,175 individual \$2,350 family	\$1,530 individual \$2,940 family	\$5,765 individual \$11,415 family	\$2,350 individual \$4,700 family	\$2,825 individual \$5,765 family	\$6,590 individual \$13,065 family
Overall Benefit Maximum	None					
HOSPITAL SERVICES	CORE PLAN			ESSENTIAL PLAN		
	Steward Providers and Steward Affiliates - TIER 1	All Other In- Network PPO Providers - TIER 2	Out-of- Network - TIER 3	Steward Providers and Steward Affiliates - TIER 1	All Other In- Network PPO Providers - TIER 2	Out-of-Network - TIER 3
Inpatient General Hospital	Covered 90%	50% after deductible		90% after deductible	50% after deductible	
Inpatient Rehab Hospital	Covered 90%	80% after deductible	50% after deductible	Covered 90%	80% after deductible	50% after deductible
Outpatient Surgery	\$200 copay	\$400 copay	50% after deductible	90% after deductible	80% after deductible	50% after deductible
Mental Health/ Substance Abuse	Covered 90%		50% after deductible	90% after deductible		50% after deductible
Hospital Emergency Room	90% after \$100 copay			90% after deductible		
Urgent Care	\$40 copay		50% after deductible	90% after deductible	80% after deductible	50% after deductible
Weight Loss Surgery (limited to one surgery per lifetime; deductible is separate from all other deductibles)	90% after \$2,500 copay	80% after \$2,500 copay	Not covered	90% after \$2,500 copay	80% after \$2,500 copay	Not covered
Outpatient Diagnostic Services (X-Ray & Lab)	Covered 100%		50% after deductible	90% after deductible	80% after deductible	50% after deductible

PHYSICIAN SERVICES	CORE PLAN			ESSENTIAL PLAN		
	Steward Providers and Steward Affiliates - TIER 1	All Other In-Network PPO Providers - TIER 2	Out-of-Network - TIER 3	Steward Providers and Steward Affiliates - TIER 1	All Other In-Network PPO Providers - TIER 2	Out-of-Network - TIER 3
Office Visits	Covered 90%	\$40 copay \$55 copay (specialist)	50% after deductible	90% after deductible	80% after deductible	50% after deductible
Maternity Physician Office Visits	Covered 100%		50% after deductible	Covered 100%		50% after deductible
Mental Health/Substance Abuse Outpatient Visits	Covered 90%		50% after deductible	90% after deductible		50% after deductible
Chiropractic Care (limited to 20 visits per year)	N/A	\$55 copay	50% after deductible	N/A	80% after deductible	50% after deductible
WELLNESS SERVICES	CORE PLAN			ESSENTIAL PLAN		
	STEWARD PROVIDER	BCBS NETWORK PROVIDERS		STEWARD PROVIDER	BCBS NETWORK PROVIDERS	
Preventive Services* (includes services as defined by Health Care Reform)	Available through Network Providers only 100%			Available through Network Providers only 100%		
OTHER COVERED SERVICES	CORE PLAN			ESSENTIAL PLAN		
	Steward Providers and Steward Affiliates - TIER 1	All Other In-Network PPO Providers - TIER 2	Out-of-Network - TIER 3	Steward Providers and Steward Affiliates - TIER 1	All Other In-Network PPO Providers - TIER 2	Out-of-Network - TIER 3
Skilled Nursing Facility/ Rehab (limited to 120 days per calendar year)	N/A	80% after deductible	50% after deductible	N/A	80% after deductible	50% after deductible
Home Health Care (40 visits per calendar year)	N/A	80% after deductible	50% after deductible	N/A	80% after deductible	50% after deductible
Hospice Care (Respite care limited to 15 visits per calendar year)	N/A	80% after deductible	50% after deductible	N/A	80% after deductible	50% after deductible
Durable Medical Equipment	N/A	80% after deductible	50% after deductible	N/A	80% after deductible	50% after deductible
Outpatient Therapy Services: speech, occupational and physical (each service limited to 20 visits per calendar year)	Facility: 90% after deductible	Facility: 80% after deductible Provider Office: \$50 copay	50% after deductible	90% after deductible	80% after deductible	50% after deductible

<b>Ambulance</b>	N/A	80% after deductible	N/A	80% after deductible
------------------	-----	----------------------	-----	----------------------

**PRESCRIPTION DRUG OVERVIEW**

	CORE PLAN		ESSENTIAL PLAN	
ANNUAL DEDUCTIBLE	None			
OUT-OF-POCKET MAXIMUM	\$1,530 individual \$2,940 family		\$2,825 individual \$5,765 family	
CO-PAYS	Retail (30-Day Supply)		Mail (90-Day Supply)	
Generic	\$20	\$40	\$20	\$40
Preferred brand	\$40	\$80	\$40	\$80
Non-preferred brand	\$60	\$120	\$60	\$120

\*Includes additional women’s preventive care - no cost sharing for: family planning counseling and a variety of FDA-approved contraceptive methods (generics only); breastfeeding support, supplies, and counseling; gestational diabetes screening; domestic violence screening and counseling; human papillomavirus (HPV) testing; sexually transmitted disease counseling; and HIV screening and counseling.

## **APPENDIX C**

### **MIDNIGHT RN SPECIAL SCHEDULING AGREEMENT**

It is at my request and I agree to work on an eight (8) or eighty (80) hourly pay basis for the pay period(s) starting and ending \_\_\_\_\_. I understand that this means I will not be entitled to overtime pay for hours worked over forty (40) in a scheduled week unless they are over eight (8) hours of work in a twenty-four (24) hour workday. A workday starts at the beginning of my scheduled shift. I further understand that this means I will be required to work six (6) eight (8) hour shifts in one (1) week and four in another week of the pay period and would be entitled to eighty (80) hours of pay at my regular rate plus shift differential if this applies.

\_\_\_\_\_  
Employee Making Request

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Approval

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**RE: Voluntary Temporary Lay-Off (VTL)**

ONA and Hillside Rehabilitation Hospital agree to the following terms:

1. VTL is only to be utilized during periods of demonstrated low census. Voluntary Lay-Off is temporary.
2. HRH may not request VTL while temporary nurses and/or per diem nurses are being utilized to supplement staffing nor may HRH use temporary and/or per diem nurses during a VTL. In the event of call-ins or other unforeseen staffing shortages of a temporary immediate nature, HRH shall offer the additional hours by seniority, first to nurses who are on imposed lay-off. If the nurse declines to work or HRH is unable to reach the nurse with one phone call, HRH will continue in order of seniority to offer the work to imposed laid off nurses. If no laid off nurses are available, due to the above or there are no laid off nurses, part-time nurses will be offered such shifts in order of seniority. Per diem nurses may only be offered work after the above procedures have been followed. If open shifts remain after the above is followed, HRH will then offer the remaining open shifts to full-time RNs who have expressed an interest in working additional hours when available.
3. VTL requires the agreement of the nurse.
4. HRH agrees to offer the VTL by seniority, i.e. by going down the seniority list in order until the necessary number of bargaining unit nurses have agreed to take VTL. In the event that the VTL does not achieve the number of necessary full-time equivalents for reduction, then HRH may resort to the lay-off procedure under Article 12 of the contract.
5. The voluntarily laid off nurse shall accrue bargaining unit seniority for all benefit purposes during the time of Voluntary Lay-Off.
6. Health Care benefits will continue during the period of a VTL.
7. A nurse agreeing to Voluntary Lay-Off may take no more than two (2) weeks during any given Voluntary Lay-Off unless HRH or the nurse request a two (2) week extension and reach mutual agreement. However, the extension shall not prevent a more senior nurse from being eligible for the same two (2) week period.
8. A voluntarily laid off nurse will be eligible for unemployment compensation.
9. HRH may call a voluntarily laid off nurse back to work prior to the end of her agreed upon lay-off. HRH shall provide forty-eight (48) hours notice to the nurse. Notice shall be given by confirmed telephone call to the VTL nurse. Confirmation means live telephone conversation, rather than answering machine messages. If the nurse has plans to be out of town, notification must be given to the nurse manager.
10. Upon call back, a voluntarily laid off nurse will return to her regular unit, shift, and hours of employment as soon as practicable.
11. No position may be eliminated during a period of VTL.
12. Nurses may sign up for additional time or decline VTL up until the time schedule is posted.

HRH

By: 

Date: 12-5-19

ONA

By: 

Date: 12-10-19

**LETTER OF AGREEMENT**  
**Per Diem**

Any per diem Registered Nurse who works more than twenty (20) hours per pay period for a period of three (3) consecutive months will be considered a permanent part-time Registered Nurse, except as provided in Article 26, Section 5.

HRH

ONA

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Letter of Agreement  
Between  
Hillside Rehabilitation Hospital  
And  
Ohio Nurses Association (ONA)  
Team Day

The parties agree to suspend this Letter of Agreement during the term of the collective bargaining agreement because Team Day responsibilities are not currently assigned to RNs. However, in the event the Hospital decides to reassign Team Day responsibilities to RNs, it will provide ONA thirty (30) days' notice, and this Letter of Agreement will no longer be suspended. The parties agree meet as soon as practicable following the notice to ONA in order to develop written staffing plans relating to "Team Day". In developing the staffing plans, the parties will provide consideration of the acuity of the patient, the number of patients, the type of and number of assistive staff available, and minimum staffing guidelines established by recognized national nursing organizations. The parties agree to reduce in writing and distribute to the nurses and to the Ohio Nurses Association.

HRH

By: 

Date: 12-5-19

ONA

By: 

Date: 12-10-19



**Letter of Agreement  
Between  
Hillside Rehabilitation Hospital  
And  
Ohio Nurses Association (ONA)**

The parties agree to meet within sixty (60) days of the effective date of the CBA in order to develop guidelines with respect to the patient care load of the charge RN. In developing guidelines, the parties will provide consideration of the acuity of the patient, the number of patients, the type and number of assistive staff available, and minimum staffing guidelines established by recognized national nursing organizations.

HRH also agrees to provide opportunities to train and educate all bargaining unit registered nurses regarding the skills and abilities, and responsibilities of the charge RN.

HRH

By: Kenneth W. Warden

Date: 12-5-19

ONA

By: Aimee O'Halloran

Date: 12-10-19

**MEMORANDUM OF UNDERSTANDING**  
**Labor Management Committee**

The parties agree to enlist the services of FMCS to provide Labor/Management training for committee members within ninety (90) days of the execution of this Agreement, expiring on November 30, 2018.

During Labor Management Committee, the parties also agree to discuss and create written guidelines regarding floating nurses from their home or assigned unit.

**Side Letter Regarding Seniority of Employees Previously Employed by Northside Regional Medical Center**

Notwithstanding Article 12, Section 4(C), if more than two (2) or more employees (a) were employed by Northside Regional Medical Center immediately prior to beginning employment at HRH, without a break in service, and (b) have the same start date of employment at HRH, the employees' relative seniority will be based on their continuous employment at Northside and its predecessor entities.

For Hillside Rehabilitation Hospital:



For Ohio Nurses Association:



Date: 12-5-19

Date: 12-10-19

## MEMORANDUM OF AGREEMENT VACATION BIDDING

The following Memorandum of Understanding (hereinafter "MOU") is entered into between the Ohio Nurses Association and Steward Rehabilitation Hospital, Inc. relating to the vacation bidding process outlined in Article 15, Section 4 of the collective bargaining agreement; specifically, the number of RNs that will be permitted to be on vacation at the same time. To the extent that the terms of this MOU conflict with a specific provision of the collective bargaining agreement, this MOU shall be controlling.

1. Article 15, Section 4 C. shall be replaced with the following:

If requested, RNs shall be scheduled off on vacation at the same time up to a maximum of 2.0 RN FTEs.

2. Article 15, Section 4 C, sub-sections 1 and 2 are eliminated.
3. This MOU shall be effectively immediate upon its execution.
4. In the event that RN staffing changes significantly, this MOU may be cancelled by the Hospital by December 1<sup>st</sup> of any year of the Collective Bargaining Agreement with notice to the Union. If the MOU is cancelled, the contract language will govern vacation bidding for the following year and for the duration of the Collective Bargaining Agreement.

For the Ohio Nurses Association:

For Steward Hillside Rehabilitation Hospital, Inc.:



Date: 12-10-19

Date: 12-8-19

4817-5504-1963, v. 1