

A G R E E M E N T

Between

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

and the

Lima Memorial Health System

November 1, 2023

through

November 1, 2026

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PREAMBLE

This Agreement made and entered into as of the 1st day of November, 2023, by and between LIMA MEMORIAL JOINT OPERATING COMPANY dba LIMA MEMORIAL HEALTH SYSTEM OF LIMA, OHIO, an Ohio corporation not for profit, based at 1001 Bellefontaine Avenue, Lima, Ohio, hereinafter referred to as the "Hospital," and THE OHIO NURSES ASSOCIATION, hereinafter referred to as "ONA," on behalf of its local unit, the Lima Memorial Professional Nurses Association, hereinafter referred to as "LMPNA," to become effective November 1, 2023.

COOPERATION

In the spirit of excellence, Lima Memorial Health System and ONA/LMPNA are committed to providing quality patient services in a professional, caring, and efficient manner at a reasonable cost. Lima Memorial Health System and the ONA are committed to providing quality nursing services in a professional, caring and efficient manner. The Hospital and the ONA further agree to fully cooperate in promoting the peace and stability of the collective bargaining relationship by securing and promoting the prompt disposition of grievances without disturbing the delivery of the services. The Hospital and ONA will continue to comply with all federal and state anti-discrimination laws.

ARTICLE 1

Recognition

Section 1. The Hospital recognizes ONA as the exclusive collective bargaining representative of its registered professional staff nurses for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment. Lima Memorial Professional Nurses Association (LMPNA) is the local unit of the Ohio Nurse's Association (ONA).

Section 2. Except as hereafter limited, the term "nurse" as used herein shall apply to and include all non-supervisory registered professional nurses employed by the Hospital. Wherever the female pronoun or adjective is used, the male is also intended unless otherwise indicated directly or by context.

Section 3. The term "nurse" as used herein shall exclude all other classifications of registered nurses such as PRN nurses, Emeritus Nurse, temporary nurse employees, Administrator on Site, Supervisors, Clinical Managers, Assistant Clinical Managers, Directors of Nursing, the Vice President/CNO, certified registered professional nurse anesthetists (CRNA), advanced practice nurses (APRN), registered nurse first assistant (RNFA), and all other classifications of supervisory nursing personnel.

Section 4. The term "bargaining unit" as used herein refers collectively to those nurses described in Section 2 of this Article 1.

Section 5. A full-time nurse is one who has accepted employment with the understanding that he/she will work a regular schedule of at least thirty-six (36) hours per week, except as provided in other Articles or Sections of this Agreement.

Section 6. Solely for the purposes of Article 1, Recognition, regular part-time nurses are nurses who have accepted employment with the understanding that they will work a schedule of less than seventy-two (72) budgeted hours per two-week pay period, but not less than eight (8) hours per week.

Section 7.

- A. "PRN Nurse" is a nurse who accepts or rejects work opportunities offered by the Hospital at its option, depending on the nurse's availability, as determined by the nurse.

"PRN Nurses" may accept work assignments on either a prescheduled or day-to-day basis at the nurse's option, provided those hours have first been offered to regular full-time or part-time nurses. It is understood and agreed that the aforementioned hours will not be offered first to regular full-time or part-time nurses if any of the work would be overtime for the regular full-time or part-time nurse.

"PRN Nurses" shall retain seniority but not accrue seniority, pursuant to Article 17, Section 4.

A full-time or part-time nurse who becomes a "PRN Nurse" under the provisions of this Section shall, at that time, be paid for all accrued but unused PTM by separate check. A full-time or part-time nurse becoming a "PRN Nurse" will have his/her accrued but unused Disability Reserve (DR) eliminated.

Section 8. Members of nursing management may only provide direct patient care normally provided by bargaining unit members in the following or like situations:

- (a) emergencies;
- (b) instruction;
- (c) assistance in times of high census or acuity levels;
- (d) relief for lunches, breaks, educational programs, committee meetings, (i.e., NPPR, staffing committee, professional practice council, Informatics, and safety and caring);
- (e) relief for lunches, breaks, educational programs, etc.;
- (f) coverage of absences not covered by available bargaining unit members;
- (g) maintenance of clinical competency;
- (h) when there is a need to maintain patient care.

No bargaining unit vacancy shall be permanently filled by a member of nursing management.

Section 9. A temporary nurse is defined as one who works one hundred twenty (120) workdays from the nurse's date of hire. A LMPNA officer can contact Human Resources quarterly to obtain the names of the temporary nurses, the unit where they are working, and their total number of days worked.

Section 10. The provisions of this Agreement shall be binding upon Lima Memorial Health System and its successors and assigns by merger, consolidation or otherwise. If a controlling interest in Lima Memorial Health System is transferred, ONA will be provided with written notice no less than sixty (60) days in advance of such transfer.

Further, the transferee will be required as a condition of such transfer to recognize ONA as the exclusive bargaining representative in accordance with the terms of this Agreement. No sale, transfer, lease, assignment, receivership, or bankruptcy shall be used to evade the terms of the Agreement.

The Hospital agrees that, if at any time during the life of this Agreement, it sells, leases, transfers, or otherwise disposes of all or substantially all of its business, it will require the successor to its interest to assume and agree to be bound by all the terms and provisions of this Agreement.

ARTICLE 2

ONA Activity - Visitation

Section 1. Representatives of ONA may after checking in with check-in desk enter the Hospital for the purposes of meeting with Hospital, bargaining unit nurses or LMPNA representatives under the Grievance Procedure provided herein; and for scheduled meetings between representatives of the Hospital and LMPNA on other matters, and for professional continuing educational type programs at which CE credit is granted. Such representatives shall be subject to the regulations applicable to non-employees and shall not interfere with the work of any nurse or the operation of the Hospital.

Section 2. The Hospital shall make available the hospital email system for purposes of sending Union notices relating to Union activities of the ONA/LMPNA. Bargaining unit nurses shall be permitted to save Union notices in their hospital email. The LMPNA President or designee shall have sole access for posting notices which must be approved in advance by the Vice President or Chief Nursing Officer.

Section 3. The Hospital will assume all facility costs associated with the venue of negotiation provided negotiations are held at a mutually acceptable hospital facility. The Hospital and ONA agree to equally share the cost of preparation and the printing of this Agreement. The ONA will have the draft prepared and circulated to all parties for signatures. When the final draft has been signed, which shall be no later than ninety (90) calendar days after ratification, ONA will have the Agreement printed and one-half (1/2) of the cost will be billed and paid by the Hospital. ONA and the Hospital will mutually agree upon the award of the printing bid. Upon printing of the contract ONA/LMPNA representatives will be permitted to distribute a copy of this Agreement to all bargaining unit nurses on hospital premises. New nurses filling bargaining unit positions will be given a copy of the CBA at orientation.

Nurses on the LMPNA/ONA negotiating committee shall be permitted to use PTM hours from the negotiating team's PTM bank for time spent preparing for negotiations as well as time spent in negotiations. For purposes of this Section, "time spent and preparing for negotiations" means, LMPNA negotiations team and designated representative(s) meeting prior to the first bargaining session, not to exceed 5 days, bargaining sessions, LMPNA/ONA membership meetings conducted between the parties' first bargaining session and the parties' final bargaining session, LMPNA/ONA membership meeting for the purpose of a ratification vote, and any other membership meeting if mutually agreed upon by LMPNA/ONA and the Hospital. Time spent in negotiations shall be counted as RAB-PTM hours not to exceed a

nurse's normally scheduled hours up to a maximum of twelve (12) hours in a twenty-four (24) hour period. The remainder of the LMPNA PTM banks, at the end of negotiations, shall not be zeroed out, reset, or removed. PTM hours in the LMPNA PTM bank shall be used only for negotiations, grievances, distribution of CBA's ratification vote, labor arbitration, any portion may be donated to the associate relief fund, or any other organization that benefit bargaining unit member. The PTM in the LMPNA bank will not under any circumstances be eligible for PTM cash out as outlined in Article 8 Section 12.

Should there be a dispute regarding the actual language believed to have been agreed upon for a newly negotiated Agreement, the parties shall execute and print the contract without the disputed language with an asterisk. The asterisk shall have the following notation: "The language contained in this provision of the contract is subject to dispute between the parties. A copy of the language will be provided to you when the matter is resolved." Once the dispute has been resolved, each party is responsible for communicating/distributing the mutually agreed upon language to its constituents.

If the parties do not agree on the interpretation of the agreed upon language, the language shall be printed but followed by an asterisk with the following notation: "The interpretation of the language in this provision of the contract is subject to dispute between the parties." Once the dispute is resolved, each party is responsible for communicating the resolution to its constituents.

Section 4. Meeting Room. The Hospital will make available the Auxiliary Conference room or other room of appropriate size to the ONA/LMPNA for professional continuing education meetings at which CE credit is granted. The hospital shall make room available for a ratification vote of the contract and any other voting needs.

Section 5. ONA/LMPNA shall notify the Vice President/CNO and the Director of Human Resources as changes are made of the names of its union representatives.

Section 6. Orientation. Human Resources shall, via electronic mail at least forty-eight (48) hours prior to LMPNA orientation, notify LMPNA's designated officer of the names, dates of hire, units, and status of new hires to facilitate LMPNA's orientation of new hires. ONA/LMPNA shall ensure that all PRN staff or RNs who held any non-bargaining unit position prior to taking a position as a staff nurse, shall be provided with a copy of this Agreement and receive an ONA/LMPNA orientation. Each nurse shall sign an acknowledgment of receipt of a copy of this Agreement. A copy of the signed acknowledgment shall be delivered to Human Resources by the ONA/LMPNA representative providing the ONA/LMPNA orientation. The LMPNA President, or designee, shall meet with the new nurses during the first week of orientation for the purpose of explaining the role of ONA/LMPNA and a brief explanation of the contract for a minimum of sixty (60) minutes and a mutually agreed upon maximum time. The ONA/LMPNA will provide each orienting nurse with a copy of this contract at that time. The LMPNA President or designee shall notify Human Resources of the new hires' receipt of the contract and orientation.

Section 7. In the event LMHS requests LMPNA participation on a committee or at a meeting, Clinical Managers will attempt to ensure that there is adequate staffing so those LMPNA members will be able to attend all meetings. Each assigned nurse shall be compensated (as hours worked) for a minimum of one (1) hour as approved by Union officers and the Hospital's designee for the meetings.

Section 8. LMHS will provide a designated room with a table and chairs within the Hospital at no cost to ONA/LMPNA for ONA representatives to meet with LMPNA representatives or bargaining unit employees for the reasons listed in Section 1 of this Article. Provided, however, the Hospital may change the designated room at any time at its sole discretion. And further provided that this room will not be used for any reason other than those listed in Section 1 of this Article. LMHS will notify LMPNA at least a minimum of seventy-two (72) hours in advance of any changes to the designated room unless/in case of emergencies, with the understanding LMPNA will be responsible of removing their own belongings.

ARTICLE 3

Management Rights

Section 1. The management of the Hospital, the control of the premises, and the direction of the nursing force are vested exclusively with the Hospital. The right to manage includes, but shall not be limited to, the right to determine the services to be provided and the nature and extent of such services. The Hospital has the right to determine the suppliers, physicians, and the patients with whom it will deal and the prices for the services provided. The Hospital has the right to hire, transfer, promote, lay off, discipline, suspend or discharge nurses for just cause; to promulgate and enforce reasonable rules and regulations; to determine the shifts and hours to be worked, to schedule and assign work, including shift times, shift lengths, shift rotations, weekend rotations, and holiday rotations; to establish and enforce quality patient care standards; to reorganize, consolidate, eliminate or enlarge any division, department, section or unit; to establish, modify or abolish jobs, job descriptions, job classifications, job grades, and work standards; to transfer nurses within or between departments, divisions, units or sections. The Hospital has the right to introduce new or improved equipment, methods or facilities; to determine reasonable safety, health and property protection measures; to determine staffing patterns consistent with applicable law. This includes but is not limited to, the assignment of nurses as to numbers employed, duties to be performed and the methods of performance, qualifications required, and areas worked; and to determine when and if vacancies in the working force exist and whether such vacancies shall be filled. The Hospital has the right to determine or change the methods and means by which its operations are carried out; to determine all policies and procedures with respect to patient care, evidence based practice, research and medical education; and to carry out all of the ordinary and customary functions of management. All of the above rights are subject only to those restrictions and regulations governing the exercise of these rights as are provided in this

Agreement. Provided, however, that these rights shall not be used for the purpose of discriminating unlawfully against any member of the bargaining unit on account of membership in or activity on behalf of the ONA.

ARTICLE 4

Dues Deduction and ONA Maintenance of Membership

Section 1. All nurses presently employed who belong to the ONA shall, as a condition of employment, "maintain their membership in good standing" with the association. All new nurses shall, as a condition of employment, become "members in good standing" no later than the thirty-first (31st) day after employment. ONA agrees to indemnify and save the Hospital harmless from any action growing out of a discharge affected at ONA's request.

"Membership in good standing" means:

- A. choosing to become a full union member, paying the initiation fee (if applicable) and monthly dues; or
- B. becoming a financial core employee by choosing not to become a member of the ONA and by paying a service fee for those activities that are necessary to the ONA in performing its duties as the exclusive bargaining representative.

Nurses may, without interference, restraint, or coercion, change their chosen status upon proper and timely notice to the ONA.

Two (2) weeks prior to requesting the Hospital to terminate a nurse for non-payment of dues, ONA/LMPNA shall notify the nurse in writing, certified mail return receipt requested with a copy to the Vice President/CNO, advising the nurse that he/she is delinquent in the payment of dues and further advising the nurse that in the event the delinquency is not satisfied, the Hospital shall be required to terminate his/her employment at the request of ONA.

Section 2. The Hospital agrees to deduct ONA and LMPNA dues every pay period in whatever sum is authorized by ONA and LMPNA from the pay of Local Unit ONA members upon receipt of a written authorization executed for that purpose.

Section 3. Deductions will be made from every pay. In the event a nurse whose pay is subject to the deduction of ONA and LMPNA dues as provided in this Article is not entitled to any pay for a given pay period the Hospital will make a double deduction from the next pay earned. If a nurse has no earnings during two (2) consecutive pay periods, ONA and LMPNA will arrange collection of dues for the pay periods in question directly with the nurse.

Section 4. The Hospital's obligation to make such deductions shall terminate automatically upon the termination of the employment of the nurse who signed the authorization. If any nurse who signed an authorization for dues deduction is

transferred to a job within the Hospital not covered by this Agreement, the Hospital will discontinue dues deductions.

Section 5. Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the dues deduction. The Hospital will furnish ONA and LMPNA, together with its check for ONA and LMPNA dues, a list of all nurses whose dues have been deducted. The list will be an alphabetical list of nurses.

ARTICLE 5

No Strike Clause

Section 1. The ONA/LMPNA guarantees the Hospital that during the life of this Agreement there will be no strike of any kind, including sympathy strike, boycott, slowdown, work stoppage or any other type of organized interference with the Hospital's business. The Hospital guarantees ONA/LMPNA that during the life of this Agreement there will be no lock out.

Section 2. Nurses participating in an unauthorized strike shall be subject to disciplinary action up to and including discharge.

Section 3. The ONA/LMPNA agrees that in the event any strike, including sympathy strike, boycott, slowdown, or work stoppage of any kind occurs during the life of this Agreement, the ONA/LMPNA shall:

- A. declare publicly that such action is unauthorized; and
- B. shall promptly instruct its members to return to work, notwithstanding any picket line.

ARTICLE 6

Probation, Orientation and Transfer

Section 1. Nurses newly employed or employed after an absence of more than one (1) year from the Hospital shall be considered to be on probation for a period of three (3) months from the date of hire, except when extended by mutual agreement between the Hospital and ONA for an additional thirty (30) calendar days. If any nurse who has not completed his/her probationary period is granted a paid or unpaid leave of absence in excess of five (5) working days, the number of working days included in the period of absence shall be added to the period of his/her probation. During or at the end of the probationary period or any extension thereof, the Hospital may terminate the nurse at will, and such termination shall not be subject to the Grievance Procedure in this Agreement. The Human Resources Department will notify the LMPNA in writing of the termination of a probationary RN within seventy-two (72) hours, excluding weekends, and holidays.

Section 2. During the probationary period, a nurse shall have no seniority rights, but at the end of the period, if retained in the Hospital's employ, the nurse's seniority shall be computed from the most recent date of hire as a registered nurse.

Section 3. All newly employed nurses covered by this Agreement shall participate in an orientation program, including a self-evaluation/needs assessment at the beginning and end of orientation. All new nurses awarded a position in a unit after the bidding procedure shall participate in the orientation program. All new bargaining unit employees (whether new hires or transfer into the bargaining unit from a non-bargaining unit position) shall attend the LMPNA membership orientation within sixty (60) days after the hire or transfer. LMPNA orientation shall be on a mutually agreed upon day and time. The Hospital shall notify all new hires or transfers in writing of the LMPNA orientation at the time of hire. A copy of the above notification shall be emailed to the LMPNA secretary. Failure by the nurse to attend this will result in the nurse being removed from the schedule (this time is unpaid) until the orientation is completed. The hospital shall provide LMPNA/ONA with a list of all new bargaining unit eligible nurses including their hire date and contact information monthly.

The extent and duration of a newly employed nurse's orientation will be determined on an individual basis by the Unit Manager with input from the preceptor and the Clinical Educator, when needed. Orientation for experienced nurses may be at least four (4) weeks provided that he/she demonstrates their competency and satisfies documentation of required Hospital and unit checklists.

Inexperienced nurses shall receive an orientation of a minimum of eight (8) weeks that demonstrates their competency and satisfies documentation of required Hospital and unit checklists. For a nurse who has previous LMHS LPN experience, orientation may be at least four (4) weeks with an option of additional 2 weeks, if necessary, provided the nurse demonstrates their competency and satisfies documentation of required Hospital and unit checklists. Orientation shall not be extended for an unreasonable duration, based on the above.

The orientation period may be modified by the Hospital based on the nurse's experience, education, and preceptor input taking into consideration the completion of the orientation check list.

Experienced nurses are nurses who have worked at least six (6) out of the last twelve (12) months in an acute care hospital, or in a unit similar to that for which the nurse is hired. Experienced nurses include those nurses who transfer from one area of LMHS to another. A nurse who accepts a position in the same area where he/she has been working as an LPN will be deemed an experienced nurse for the purposes of this Article. Inexperienced nurses are those who are not experienced nurses.

Section 4. First Phase of Orientation. Hospital orientation shall not be counted towards the required amount of time required for individual unit orientation. Hospital orientation

requirements will be completed within the first thirty (30) calendar days of hire. Bloodborne/Airborne Pathogen education will be completed within the first ten (10) calendar days of hire. Orientation specific to the Department of Nursing may precede or follow the Hospital Orientation. Learning opportunities may include but are not limited to an overview of patient care policies and procedures, the philosophy of Nursing, and the patient care delivery system. The orienting nurse must successfully complete medication and pharmacology testing, and participate in skills demonstrations such as aseptic technique, glucose monitoring, CAPD if appropriate to area of hire, and basic computer training. In addition to those listed above, other mandatory regulatory requirements shall be completed within (10) calendar days of start date. The preceptor will complete a Basic Clinical Nursing Skills checklist and review the list with the orientee at the end of every shift. Completion of the checklist is required until the orientee is able to meet all criteria on the list. Basic Life Support provider status verification per policy shall be assessed during this phase.

Nurses will not be placed on the unit to which they are assigned unless they have successfully completed medication and pharmacology testing. Prior to accepting a patient care assignment, basic computer training as appropriate for their unit will be provided.

Prior to a newly hired nurse's first day working in the area to which he/she was hired, the nurse will receive access to Pyxis and Meditech. Prior to the end of the first week working in the area to which he/she was hired, a nurse will receive meter glucose training.

Section 5. Second Phase of Orientation, Patient Focus Orientation. The second phase of the orientation will vary in length depending upon the nurse's progress and experience as determined by Nursing Management after conferring with the assigned preceptor as to the progress of the orientee. Satisfactory completion of orientation goals and unit/skill checklists to ensure competency will occur in this phase.

The nurse will be assigned to the area for which the nurse was hired. The nurse will participate as a staff member to practice his/her beginning nursing skills in the clinical environment under the supervision of Nursing Management with the assistance of nurse's preceptor assigned to the unit. Experiences in providing total patient care will be assigned. The orienting nurse will be assigned preferably to one preceptor on the preceptor's schedule. Learning opportunities and/or competency days will be evaluated by NPPR, as needed.

Section 6. During the Second Phase of orientation, the orienting nurse shall have conferences biweekly regarding his/her progress with the Clinical Manager and preceptor. The dates of these conferences will be scheduled with the Clinical Manager and the orienting nurse by the nurse's preceptor during worked hours of the preceptor and orientee. The Clinical Educator/Clinical Resource Nurse may be used as a resource throughout the orientation program.

In the last meeting, the preceptor and manager, with input from the orienting nurse, shall determine the essential skills or experiences that the orienting nurse has not experienced

during orientation and shall develop a plan for the orienting nurse to be provided with such experiences. The plan shall be incorporated into the nurse's goals and reviewed for completion during the evaluation process.

Section 7. Leadership Orientation. Leadership roles within the bargaining unit are identified as charge nurse and preceptor. Nurses will be provided with a leadership orientation when the nurse successfully completes the unit-based essential skills checklist when deemed appropriate by the Clinical Manager. Orientation will be at least one day but not more than 3 days to include one day of unit specific orientation. Classes will be offered a minimum of quarterly and will require a minimum of four (4) participants. The orienting charge nurse will be oriented to all shifts for which he/she will be working charge. Leadership orientation may include, but not be limited to, delegation skills, emergency response to urgent situations, review of relevant policies/procedures, skills to facilitate learning, effective communications to support multidisciplinary approach to patient care and introduction to the various councils and committees that promote nursing leadership. A standardized charge nurse skill/competency checklist will be used that defines all required elements of the charge nurse role for each shift and can be used in conjunction with or in lieu of the formal classroom leadership orientation. Cardiac training and/or ACLS shall be provided to charge nurses on those units using cardiac monitoring prior to assuming charge nurse role, unless competency is otherwise demonstrated.

A preceptor shall be a nurse who has attended leadership orientation classes, and has at least one (1) year experience on the unit or prior similar experience and demonstrated unit competency, is responsible to coordinate learning experiences for the orientee in the clinical setting, teaches an orientee skills, policies and procedures and provides written evaluation of orientee's performance during orientation process. The assigned preceptor shall meet biweekly with the orientee and manager to assess the progress of orientee. Preceptors will be paid a preceptor differential for orienting, training or precepting registered nurses, LPNS, or other employees of the Hospital. Upon completion of orientation, the orientee shall complete summary of the orientation process with the preceptor.

If a nurse has not attended leadership orientation but is asked to precept or act as charge, he/she will receive preceptor pay or charge pay. Any nurse can refuse to precept or act as charge without discrimination.

A charge nurse on 2 South, 3 South, and 5 South shall take one less patient compared to the usual patient load on the unit. Effective January 1, 2018, the ICU and HVU charge nurse shall have one (1) assigned patient and the ED charge nurse will have zero (0) assigned patients. Provided, however, that all charge nurses will flex to assist with various duties, such as patient care assignments, cover CODE BLUE and RRT, assist with multidisciplinary rounds, admissions, transfers out and discharges and other duties as necessary. The parties recognize that deviations from the charge nurse workload may be necessary due to nurse leaves of

absence, unscheduled call-offs, illness or injury of scheduled nurses, or any surge in patient census.

Section 8. Any phase of orientation may be extended only with the approval of the Clinical Manager with input from the preceptor.

Section 9. Inservice education on patient care will be provided on an ongoing intermittent basis for the entire department. Unit specific competency days will be provided on an annual basis and will be announced ninety (90) days ahead of time.

The Hospital shall notify LMPNA of the plans for implementation and the schedule for training of bargaining unit members for patient care related equipment and products prior to implementation.

Nurses shall be compensated (as hours worked) for a minimum of one (1) hour and shall receive at least ten (10) calendar days notice of any mandatory in-services/meetings. If the nurse has scheduled PTM at the time of the mandatory in-service/meetings, the nurse's attendance shall be excused, and the information covered shall be provided to the nurse on his/her return to work. Any mandatory in-person/on-site education will be held at a maximum of 6 times a year and the nurse shall be compensated (as hours worked) for a minimum of two (2) hours. For any virtual education, the nurse will be compensated (as hours worked) for a minimum of one (1) hour.

Multiple mandatory in-service educations and/or trainings for patient care related equipment shall be combined when possible.

Section 10. An orienting nurse shall not be counted as additional staff for staffing purposes. If the orientee has not been through housewide orientation, a preceptor and orientee will have no patients for the first four hours of their first shift together.

During week 1, an inexperienced nurse orientee and preceptor will have 50% of the usual patient load on unit; week 2, 75% of the usual patient load on unit; and week 3+, 100% patient load on units where staff ratios are applicable. Unless otherwise agreed between the manager and preceptor, the orientating nurse must spend 70% of his/her orientation period on the day shift and the remaining 30% on other shifts for which he/she was hired.

Where a current LMHS nurse is hired into a position in another LMHS area, the time spent on the shift he/she was hired into may be modified at the discretion of the manager and preceptor. The patient load for an experienced nurse orientee/preceptor in unit orientation may be modified by the preceptor with communication to the manager prior to the change.

The orienting nurse will be assigned only those patients assigned to his/her preceptor. The preceptor will not be required to take an assignment in addition to the orientee assignment. The orientee will not be pulled off orientation to take a patient assignment until orientation

has completed. The parties recognize that deviations from the preceptor and orientee workload may be necessary due to nurse leaves of absence, unscheduled call-offs, illness, or injury of scheduled nurses. Any time lost for an orientee will result in extending the nurse's orientation. When possible, patient care assignments will be based on orientee educational needs.

Once at a 100% patient load, the new hire will be pulled one (1) time to a unit out of block and will be assigned a preceptor on that unit. If at any time during the orientation phase, it is the preceptor's turn to be pulled out of block, the orientee will be assigned a new preceptor for the shift within their home unit.

During orientation for all nurses, a preceptor will not be RAB'd for the first four (4) weeks. After the first four (4) weeks, if the preceptor is RAB'd, the manager will identify an alternate preceptor to work with the orientee for that shift or determine the course of action consistent with the orientation plan.

Section 11. Cardiac education classes will be offered to all units which provide cardiac monitoring three (3) times per calendar year or as needed to maintain a 90% threshold of cardiac trained nurses in those units. Management will report to NPPR quarterly the threshold numbers for each required unit. Nurses assigned to work on units that require chemotherapy training will be provided with education and training within nine (9) months of being assigned to such unit. The Clinical Education department shall offer one (1) remediation for those nurses who attempt to test out of the Basic Cardiac Class or Intermediate Cardiac Class and are unsuccessful. If the nurse is unsuccessful upon second test attempt, the nurse must enroll in the cardiac class.

Section 12. Courses designed to augment nursing knowledge and skills will be provided as needed by the Clinical Educator, in response to identified needs at a minimum of an annual basis, unless fewer than four (4) nurses register.

Section 13. If a nurse is pulled to an area that he/she has not been regularly scheduled to work within the prior year, that nurse will receive an orientation by the charge nurse or designated nurse to the physical surroundings and routine of the unit. The pulled nurse will not perform any duties, including charge nurse duties, for which he/she feels unqualified to perform and will report such tasks to the charge nurse/clinical manager/AOS who will reassign said tasks.

ARTICLE 7

Grievance Procedure

Section 1. For the purposes of this Agreement, the term "grievance" is defined as any dispute between the Hospital and ONA, or between the Hospital and an individual nurse or between the Hospital and a group of nurses ("group grievance") or between the Hospital and

ONA as a "class" representative of the nurses ("class grievance") concerning the interpretation and/or application, or compliance with, any provision of this Agreement. The parties encourage the informal resolution of grievances with the nurse's immediate supervisor.

Step 1. Nurses are encouraged to address their issues with their direct supervisor/manager or AOS before filing a grievance. An individual nurse having a grievance will reduce it to writing on the Nurse's Grievance Form, providing all information requested on the Form. The nurse/LMPNA representative shall sign and date the Grievance Form and hand deliver or electronically file to the nurse's Clinical Manager or the Patient Logistics Coordinator. In presenting the grievance at the first step, the nurse may, if he/she requests, be accompanied by grievance representative(s) of ONA/LMPNA. Any additional representatives will be paid out of the LMPNA PTM bank. Any such grievance shall be presented within ten (10) calendar days after the nurse had knowledge of the event upon which the grievance is based. The Hospital shall meet with the individual grievant and upon the nurse's request, a grievance representative of the ONA/LMPNA within ten (10) calendar days after receipt of the written grievance. The Hospital shall give the nurse a written answer within ten (10) calendar days after the grievance meeting has been held. In the event the grievance is denied, the written answer will contain the basis for such denial.

Step 2. If the nurse's grievance is not settled at Step 1 of this procedure, the grievance shall be signed and dated by the grievant, and hand deliver or electronically filed to the nurse's Clinical Manager or the Patient Logistics Coordinator within ten (10) calendar days after the grievant's receipt of the Hospital's Step 1 response. The grievance shall set forth the complete details of the grievance, the facts upon which it is based, the time and place of the incident or occurrence, the relief or remedy sought, and the Article of this Agreement alleged to have been violated. In the event a group grievance is filed, a member of the group shall be responsible for the filing and signing of the grievance on behalf of the group as if that individual were filing an individual grievance, identifying all members of the group affected, together with all other information required under Step 1 for individual grievances. In the event the ONA/LMPNA files a class grievance on behalf of a substantial number of nurses, the ONA/LMPNA shall designate on the Nurse's Grievance Form, the identity of each of the aggrieved nurses or the unit involved as well as all other information requested on the Form. The Hospital shall meet with the individual grievant or a member of the group grievance and, upon the nurse's request, a grievance representative of the ONA/LMPNA within ten (10) calendar days after receipt of the written grievance. In the event the ONA/LMPNA is presenting a class grievance, the ONA/LMPNA representatives shall meet with the second step Hospital representatives and may, if he/she requests, be accompanied by any additional representative members of the class and another LMPNA representative. Any additional representatives will be paid out of the LMPNA PTM bank. The Hospital shall give the answer to the grievance in

writing to the grievant, ONA's Columbus office, and LMPNA within ten (10) calendar days after the parties' last meeting. In the event the grievance is denied, the written answer will contain the basis for such denial.

Step 3. If the grievance is not satisfactorily settled at Step 2 of this procedure, an appeal may be taken in writing, signed and dated by the individual grievant or in the case of a group grievance by a member of the group or in the case of a class grievance by ONA/LMPNA, or his or her designee and hand deliver or electronically filed to the nurse's Clinical Manager or to the Patient Logistics Coordinator. Such an appeal must be taken within ten (10) calendar days after the grievant's receipt of the Step 2 answer. The Hospital representative(s), the grievant, an ONA representative and one Local unit representative(s) of ONA/LMPNA, shall meet at a mutually agreed upon time, during working hours, within ten (10) calendar days after the appeal has been filed with the nurse's Clinical Manager or the Patient Logistics Coordinator. Any additional representatives will be paid out of the LMPNA PTM bank. The Hospital shall give an answer in writing within ten (10) calendar days after the parties' last meeting. In the event the grievance is denied, the written answer will contain the basis for such denial. The Hospital and ONA/LMPNA can by mutual agreement determine that other involved parties should be present at the Step 3 meeting.

Step 4. If the grievance is not settled at Step 3 of this procedure, it may be appealed to arbitration by written notice of either party. Such notice must be postmarked or delivered in person by the appealing party within ten (10) calendar days after grievant's receipt of the third-step answer. The ONA shall send notice of appeal to the Vice President/CNO. A request for an arbitration panel must be submitted to the Federal Mediation and Conciliation Service within sixty (60) calendar days after the date of the appeal to arbitration. If the parties are unable to agree on an arbitrator, the appealing party shall request a list of seven (7) arbitrators in the locality, from the Federal Mediation and Conciliation Service. The Hospital and ONA alternately shall each strike three (3) names from the panels of seven (7), and the remaining named person will be the arbitrator. The parties shall select an arbitrator, using the above process, no later than thirty (30) calendar days after the date of the request for a list of arbitrators. The arbitrator shall confine his/her decision to the specific terms of the Agreement, and he shall have no authority to change, alter, delete, add to or amend the Agreement. The arbitrator shall not order a remedy or relief which predates by more than thirty (30) days the date of the initial informal contact with the nurse's immediate supervisor or the date of the filing of a class or group grievance or a grievance of the Hospital. The Arbitrator's decision shall be in writing and shall be rendered within thirty (30) days of the completion of the presentation of the case. Completion of the case is understood to mean the due date for post-hearing briefs, shall either party desire to file the same. It is agreed that the post-hearing brief due date will not be less than thirty (30) days after the close of the hearing or at the delivery of a transcript of the hearing (if applicable), whichever is later. The arbitrator's

decision shall be final and binding on both parties and his fees and/or expenses shall be equally paid by ONA and the Hospital. More than one (1) grievance may be submitted to the same arbitrator only upon the express written consent of both parties.

Section 2. The Code for Nurses (Appendix D) and Ohio Revised Code 4723 of the Ohio law regulating the practice of nursing may be introduced by either party in the grievance/arbitration procedure. The relevancy and probative value of the foregoing shall be determined solely by the arbitrator.

Section 3. If the Hospital has a grievance with ONA or its local LMPNA or both, it shall reduce the grievance to writing, signed, and dated by the appropriate Vice President and presented to the ONA staff representative within ten (10) calendar days after the Hospital has knowledge of the event(s) upon which the grievance is based. The ONA staff representative will meet with the appropriate Director or Manager of Nursing or Vice President to discuss the grievance within ten (10) calendar days after the grievance has been presented. The ONA staff representative will mail a response to the Hospital, in writing, within ten (10) calendar days after the date of the meeting.

If the grievance is not resolved in a manner acceptable to the Hospital, the Hospital may appeal the matter to arbitration under the same terms and conditions as set forth in Step 4 of the Grievance Procedure.

Section 4. Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence thereto, and the grievant may proceed to the next step.

Section 5. If the ONA/LMPNA fails to process or appeal a grievance to the next step within the time limits at any step of the grievance procedure, including an appeal to arbitration, the grievance shall be considered permanently settled on the basis of the Hospital's last reply and forever barred from further processing under the grievance and/or arbitration procedure.

Section 6. Time limits contained in this Article may be extended by mutual agreement of the parties prior to the expiration of the appropriate time limits and then confirmed in writing by the requesting party.

Section 7. Grievances may be processed hereunder, and arbitration hearings may be held during working hours. The grievant and one (1) grievance representative shall be paid for time spent in the grievance steps as time worked. Time paid includes the nurse's hourly rate of pay with all differentials and accrual of benefits. In the event of a group grievance, up to five grievants shall be entitled to attend the grievance hearing without pay.

Section 8. Payment to ONA members for attendance at arbitration shall be limited to the grievant and one (1) grievance representative and such payment shall be for time spent at an arbitration hearing as time worked. One other who will testify may attend and payment for

this time shall be as time worked. Time worked in this section shall include the nurse's hourly rate of pay with all differentials and accrual of benefits.

Section 9. A grievance which involves the disciplinary suspension or discharge of a nurse, or which involves a substantial number of nurses may initially be presented at Step 2 of Section 1 of this Article.

Section 10. No grievance based on facts or incidents arising before the date this Agreement is fully executed and effective shall be processed hereunder.

ARTICLE 8

PTM

Section 1. Personal Time Management ("PTM") includes all time off traditionally designated as vacations, holidays, personal days, and sick time. Disability Reserve ("DR") is a short-term disability benefit for use in the event of serious illness or injury.

Section 2. All eligible nurses shall participate in the Hospital's PTM program. Nurses are responsible for managing their own time to ensure adequate bank balances.

Section 3. Accruals. PTM and DR are accrued beginning on the first day of employment. PTM accrual during the life of the Agreement:

	1-48 months	49 –120 months	121 + Months
Rate	.0923	.1115	.1308

Disability Reserve is accrued at a rate of .05 hour per hour paid including PTM and RAB, excluding DR. Any increases in PTM accrual for non-bargaining unit members shall also be applied to bargaining unit members.

PTM is earned per paid hour on all worked, PTM, DR, and RAB hours. Specifically excluded are overtime, on-call pay, and Short-Term Disability for bargaining unit nurses hired after November 1, 2010. The only exception would be if worked hours are paid as overtime and negatively impacts PTM accrual, RN may submit form to manager within thirty (30) days of worked shift and PTM accrual will be restored up to an accrual on forty (40) hours per week. A maximum of one and a half times the PTM time earned in one year may be banked.

Section 4. SCHEDULED PTM - is any absence which is appropriately pre-scheduled and approved within departmental written guidelines. Department specific policy must require more than eight hours, but less than 48 hours request time.

Section 5. UNSCHEDULED PTM - is any absence which is not appropriately pre-scheduled and approved within departmental written guidelines.

Section 6. New nurses can use earned time as soon as it is available in the time bank.

Section 7. If a day off is taken and PTM is available in the bank, the time must be charged to the PTM bank. The nurse will only be granted the time off for which he/she has PTM coverage and will be scheduled to work any remaining days in the request. Time off without pay may be taken only with the permission of the director/manager. After official schedule is posted, if a nurse needs to take PTM and finds his/her own replacement with equivalent expertise and skills as approved by his/her Clinical Manager, his/her request for PTM will be granted, unless it results in overtime to the replacement.

Section 8. If, on a designated holiday, the Associate does not have adequate time in the bank to pay for the day off, the day will be off without pay. Nurses who are scheduled five (5) eight-hour shifts (budgeted 1.0 FTE's) may choose to utilize PTM or unpaid RAB hours for the holiday the nurse is not required to work. The Hospital is under no obligation to provide a work assignment for the nurse who does not have available PTM time.

Section 9.

A. Every attempt will be made to give nurses the dates of their choice. However, staffing needs to ensure efficient operation of the department will be given first priority and vacations may not be approved.

B. A PTM scheduling window is scheduled for the month of January for the following 15 months (through April) any PTM request must be entered into scheduling software. During this time, scheduling will be determined by bargaining unit seniority for the bargaining unit. Nurses will be notified in writing within thirty (30) calendar days of the close of the scheduling window as to whether a vacation PTM request is approved. Where vacation is not approved, an explanation for disapproval shall be provided. Once the initial scheduling is completed in January, additional scheduling or changes will be made on a first come first served basis. Nurses will be notified in writing via scheduling software within thirty (30) calendar days of request as to whether a vacation PTM request is approved. Where vacation is not approved, an explanation for disapproval shall be provided. The nurse shall have the opportunity to choose an alternate available PTM request within fourteen (14) days of denied vacation, provided that a more senior nurse will not be permitted to "bump" a less senior nurse from a schedule of approved PTM time. By January 1st of each year, management will provide a calendar for use by the bargaining unit nurses to communicate the in-unit vacation requests. The nurses will bear the responsibility for updating and maintaining the accuracy of the said calendar.

C. Departments will define minimum staffing levels below which PTM time will not be approved. This information shall be posted on every unit and/or in scheduling software.

D. Under normal circumstances no more than two calendar weeks of PTM time may be scheduled between Friday before Memorial Day and Labor Day. Additional PTM

may be requested if there is available time between Friday before Memorial Day and Labor Day. Additional PTM will only be approved if another nurse has not requested and been approved for the same PTM time. If another nurse requests additional PTM, no prior approved time is lost. This additional PTM will only be approved at the time that the schedule is posted. A nurse who has not scheduled PTM between Friday before Memorial Day and Labor Day cannot bump any nurse on additional PTM out of their previously approved two (2) weeks.

E. Because of varying year-end impact on workloads, departments will define specific procedures for winter holidays. For some departments, winter holiday PTM time may not be permitted. In other departments, winter holiday PTM time will be granted on a rotating basis to ensure fair distributions (Dec. 18 to Jan. 12).

Scheduling of PTM time for July 1st through the 14th will be granted in the same manner as winter holiday PTM time.

F. If a nurse becomes ill or injured while taking PTM time, adjustments may be made in the PTM bank upon the approval of the Department Manager or Human Resources.

G. Nurses will be encouraged to take PTM time during low census periods.

H. Nurses must schedule and take off two (2) weeks of PTM time based on bi-weekly budgeted hours each calendar year.

I. With management approval, a nurse may cover his/her scheduled shift with a nurse having appropriate expertise and competency to work on the unit. The requesting nurse will not be deemed to be in violation of LMHS's attendance policy provided there is no lapse of coverage for the requesting nurse's shift.

J. After the January scheduling window, any PTM request must be entered into scheduling software as a post message on each date being requested. Requests of four (4) or more calendar days must also be emailed to the Manager via Outlook. The Manager will approve or deny requests for four (4) or more calendar days within thirty (30) calendar days of the request via scheduling software.

K. Nurses will be permitted to take PTM days at manager discretion in excess of the PTM limitation in Article 8, Section 9, letter D., and the Friday before Memorial Day to Labor Day.

Section 10. PTM COMPENSATION.

A. PTM compensation will be at the nurse's base rate of pay. Shift differentials will not be paid for PTM time.

B. PTM compensation will be paid at the base rate in effect when the PTM time is taken, not at that in effect when it was accrued.

C. Nurses can schedule time off equal to their average hours paid, including RAB hours, up to a maximum of forty (40) hours per week.

D. Nurses will only be paid for PTM/DR time they have accrued. If the nurse is granted more PTM/DR time than he/she has accrued, he/she will receive absent time to fill in the difference. For example, the nurse is granted 40 hours of PTM and only has 20 hours accrued; the nurse will be paid 20 hours of PTM and receive 20 hours of absent time.

Section 11. Donations of PTM Time.

A. PTM time is designed to provide rest and recreation for nurses and to provide time for family and personal business needs. On occasion, PTM time is used to provide full salary continuation in the event of a serious illness or injury. Sometimes it is used to respond to a critical need within a family.

B. When a nurse has exhausted personal resources in the event of serious illness or family need, co-workers may want to respond by donating their PTM time to the person in need. The Hospital will honor and support requests to assist co-workers by donating PTM time. The following guidelines will be followed:

1. Nurses on medical leave of absence who have used all available PTM days may receive donated PTM time.
2. Nurses with critical family need (i.e., serious illness or injury of a child or spouse) requiring extensive time away from the job, may be considered as candidates to receive donated PTM time. Donations of PTM will be reviewed by Human Resources. Human Resources will then review the donation and if appropriate transfer the PTM. Human Resources will provide written confirmation response to the donor of the approval or denial.
3. If for any reason all of the donated time is not used, the remaining time will be returned to the donors on a prorated basis.
4. A nurse may not donate more than five (5) PTM days in a calendar year.

C. On January 1 of each year of the contract, all RNs covered by this Agreement shall be required to provide three (3) hours of PTM to the LMPNA PTM Bank. Nurses who were hired/transferred into the bargaining unit after January 1 of each year will be required to provide three (3) hours of PTM to the LMPNA PTM bank on July 1 of each year of the contract. The LMPNA President will be provided with a report of the LMPNA PTM Bank

by January 31 and August 1 of each year. A nurse may donate additional PTM to the LMPNA PTM Bank. Any remaining balance will be used in accordance to Article 2, Section 3.

Section 12. Cash Out of PTM Time.

A. On or before September 1 of each calendar year, management shall determine whether a PTM cash out opportunity will be provided and will also determine the amount of PTM which may be cashed out. Upon management approval of a cash-out for non-bargaining unit associates of the Hospital, nurses will be granted the opportunity to cash out a portion of accrued and unused PTM up to the maximum determined by the Hospital so long as such cash out does not reduce the nurse's PTM bank below 80 hours by completing and returning the appropriate Hospital forms on or before October 31.

B. If a cash out is approved, cash out checks will be distributed to nurses with the second payroll check of November.

Section 13. Disability Reserve.

A. Time periods off for a disability absence must be medically substantiated. When necessary, time off will be granted in accordance with accepted medical standards.

B. Disability reserve may be used per incident after seven (7) calendar days have elapsed and medical necessity is established. If the nurse is hospitalized (as an inpatient or observation status), sustained a work-related injury or has an outpatient surgical procedure performed, including pre-op medical clearance testing, DR may be used on the first day.

C. If a nurse is required to use PTM prior to DR (during the first seven calendar days), the nurse will be paid PTM for their scheduled hours during the seven calendar days, up to a maximum of 40.

D. Nurses can be paid DR time based on their average hours paid.

E. The Hospital reserves the right to require a second opinion exam by a designated physician at the Hospital's expense.

F. A maximum of 960 hours (120 working days) of DR time may be accrued. Long Term Disability (LTD) is available at the 181st calendar day from the date of the illness/injury.

Section 14. Short Term Disability

All nurses hired after November 1, 2010 will be covered by the Hospital Short Term Disability plan (instead of DR) under the same terms and conditions as other hospital Associates.

Section 15. Injury or Illness at Work.

A. Injury at Work

1. When a Nurse is injured at work and reports to the Emergency Department for follow-up, the time the Nurse spends in the ER should be counted as worked time (regular hours) up to the end of the scheduled shift. Hours spent in ER after the end of the shift are paid DR time. For example: A Nurse's shift is 7:00 a.m. - 3:30 p.m., the Nurse is injured at 3:00 p.m. and reports to ER for treatment and remains in ER until 4:30 p.m. The Nurse is paid work time up to 3:30 p.m. and paid DR time from 3:30 - 4:30.
2. If ER instructs the Nurse to remain off work for the rest of the day in which s/he is injured, the time away from work should be counted as disability reserve (DR).
3. If a Nurse is instructed to remain off work after the initial day of injury, the time should be counted as DR. However, all managers and supervisors are encouraged to return injured Nurses to a limited duty position.

B. Nurse Becomes Ill at Work

1. If a Nurse is ill and reports to the Emergency Department and the illness is not work-related, all time spent in Emergency should be marked as Personal Time Management (PTM).

ARTICLE 9

Holiday/Premium Pay

Section 1 For purposes of scheduling and premium pay for working on recognized holidays, a holiday is defined as the period of time between 11:00 p.m. on the eve of the holiday to 11:00 p.m. on the day of the holiday.

Holiday premium (time and one-half) will be paid for all hours worked between 11:00 p.m. on the eve of the holiday to 11:00 p.m. on the day of the holiday. Individuals working 3:00 p.m. - 11:30 p.m. on the day of the holiday will receive premium pay for all hours worked on the holiday up to 11:30 p.m.

For purposes of scheduling and holiday premium pay for hours worked on a holiday, the Hospital recognizes the following holidays:

Memorial Day

New Year's Day

Labor Day

Independence Day

Christmas Day

Thanksgiving Day

Holiday shifts for 12-hour shift bargaining unit nurses in the inpatient/non-procedural based units shall be rotated as follows:

Each nurse on a unit shall be assigned a letter, A, B or C, which will define their holidays to work for the year. In the event a bargaining unit nurse leaves his/her position, the nurse hired into the vacated position will assume the letter/number slot on the rotation previously occupied by the nurse who left.

The letters and numbers shall be used to determine the holiday shifts:

Holidays	2023	2024	2025	2026
Memorial Day	A	C	B	A
Thanksgiving				
Fourth of July	B	A	C	B
Christmas Day				
Labor Day	C	B	A	C
New Year's Day				

For purposes of this Article, the New Year's Day holiday shall be considered a holiday for the previous year. (For example, New Year's Day 2021 will be considered a 2020 holiday). In the event a bargaining unit nurse leaves his or her position, the nurse hired into the vacated position will assume the slot on the template previously occupied by the nurse who left his/her position.

Scheduling and on call assignment of Holidays for procedural based/outpatient units shall continue to follow their current practice(s). Any changes to these practices shall be made by mutual agreement of the parties.

If a nurse is scheduled to work a holiday which falls on his/her scheduled weekend off, the Nurse shall work the holiday and shall then be scheduled off the rest of the weekend.

New Year's, Christmas, July 4th, and Thanksgiving shall be observed on the actual date on which they occur, regardless of the day of the week on which they fall. A nurse may choose to celebrate Yom Kippur instead of Christmas and may do so by notifying the Hospital by June 1 of each year. The holiday premium shall be the same for Yom Kippur as for Christmas Day. Nurses scheduled for either Christmas Eve or New Year's Eve will not be scheduled to work the Christmas or New Year's holiday when staffing permits as determined by nursing management.

Holidays shall be scheduled among the full-time and part-time nurses as equitably as staffing needs permit. Full-time nurses and regular part-time nurses who work on a holiday will be paid at time and one-half (1 1/2) of their regular rate of pay for the hours worked.

ARTICLE 10

Termination of Employment

Section 1. A nurse who resigns shall give the Hospital three (3) weeks written notice, whether currently working or on an authorized leave of absence. Failure to do so shall result in the forfeiture of all accrued PTM. Nurses who call off UPTM after submitting their resignation will be required to make up the amount of UPTM time or the nurse will forfeit all accrued PTM. The three (3) weeks shall be calculated from the date the written resignation is received by the Hospital. During the notice period, a nurse shall not be permitted to use PTM time, except under the conditions set forth below in Section 4. If the resignation notice period includes prior approved PTM the nurse may elect from the following: 1) take the approved PTM and extend her notice period to comply with the three (3) week notice requirement or 2) forgo the PTM and work the previously approved days.

Section 2. The Hospital will continue to comply with all federal and state health benefits laws Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 3. A nurse whose employment is terminated by whatever means shall be supplied with the necessary application for retirement benefits, if eligible. The Hospital will comply with the Employee Retirement Income Security Act (ERISA) and all other clauses.

Section 4. Termination Benefits

A. When a nurse resigns, retires, or is terminated, all earned PTM time will be paid provided the nurse has worked notice per Article 10, Section 1.

B. If transferred to a non-eligible status (i.e., temporary, PRN, layoff status), PTM time will be paid out and DR time will be eliminated.

C. PTM days cannot be used in lieu of appropriate notice of resignation, unless agreed to by the department director/manager and Vice President.

D. If a nurse has received special training/internships in Critical Care, or OB, and leaves the Hospital for any reason, including but not limited to termination, within the first three years of employment or one year of when training was completed if not a new hire, then the nurse will be obligated to repay the cost associated with the class(es). For nurses who provide a four-week termination notice and work the entire four-week notice without incident, the following repayment schedule shall apply: nurses who have worked 1-2 years shall repay 50% and nurses who have worked 2-3 years shall repay 25%. The cost of the classes shall not include, and the nurse shall not be required to repay, the cost of his/her wages

for attending the class(es). The total cost of all classes shall not exceed five thousand dollars (\$5,000.00). The cost associated with the course must be stated in writing and provided to the nurse at least fourteen (14) calendar days prior to attendance. Nurses who leave employment after three years of employment or one year of training completion if not new hire will not be required to repay any costs associated with training.

ARTICLE 11

Hours

Section 1. The normal work week starts at 0000 Sunday and ends at 2359 the following Saturday. Shifts beginning at 11:00 p.m. on Saturday are paid based on the prior week. The pattern of scheduling and assigning work including shift rotation, weekend rotation, and holiday rotation shall be determined by the Hospital in accordance with current practice. Nothing within this article is to be considered a guarantee of any specific number of hours per week nor shall it be considered to be a restriction on management's rights to lengthen or shorten the normal work week. In the event the Hospital determines that hours and/or schedules should be reduced, the Hospital will comply with the layoff provisions of Article 18, Reduction in Force (Lay-Off).

Section 2. Schedules for each six (6) weeks schedule shall be posted thirty (30) days, but no longer than forty-five (45) days in advance. Deviation to this schedule will be requested in writing by the nurses involved and presented to the Clinical Manager or in the Clinical Manager's absence to the Administrator on Site on duty for approval.

For procedural based units, the Hospital will notify a nurse of a scheduled workday change at least twenty-four (24) hours prior to the start of the shift. If the scheduled workday change is to occur within the next seven (7) calendar days, the Hospital will directly contact the nurse.

For non-procedural based units/in-patient units, the Hospital will notify a nurse of a scheduled workday change at least thirty-six (36) hours prior to the start of the shift. If the scheduled workday change is to occur within the next seven (7) calendar days, the Hospital will directly contact the nurse.

Section 3. All nurses will be entitled to a meal period break of thirty (30) minutes without pay on each shift worked. In the event that staffing needs do not permit the nurse to take time off, the nurse shall have the option of working through his/her lunch period and receiving pay for the thirty (30) minute meal period break. Nurses may be allowed one fifteen (15) minute paid break for every four (4) hours worked as staffing needs permit and as determined by the Clinical Manager or designee.

Section 4. All nurses shall be paid on the basis of time recorded by clocks. Time must be recorded upon arrival and upon leaving workstations at the close of the shift. Nurses shall not clock in more than ten (10) minutes prior to the beginning of their scheduled shift, nor

punch out more than ten (10) minutes after the end of their scheduled shift without the prior approval of the Clinical Manager or Administrator on Site (AOS) on duty for that shift.

Section 5. Nurses required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1 1/2) for each day worked, or portion thereof, until granted a day off. If an individual nurse requests to work more than seven (7) consecutive days without a day off the request shall not be granted by the supervisor unless the nurse offers to and signs a waiver acknowledging that he/she will not be compensated thereafter at time and one-half (1 1/2) for each day worked or portion thereof until granted a calendar day off, between two (2) work days, except as otherwise required either by this Agreement or applicable law.

If the nurse works eight (8) hours or more of an assigned call shift for which the nurse was called in immediately preceding or following a scheduled shift, the nurse may be excused from the nurse's scheduled shift that calendar day. The nurse is responsible for notifying his/her manager or AOS of his/her need to be excused from the schedule.

Section 6. Nurses may be required to rotate between two shifts of duty as determined by the position for which they are hired, unless hired for straight shifts. A nurse will not be required to work more than two (2) different shifts, i.e., days, evenings, or nights in a pay period unless waived by mutual consent of the nurse and the Hospital. Upon mutual agreement between the nurse and the nursing Director or Manager, a nurse may work more than 50% of evening/night shift on a temporary basis. The nurse working straight evenings or nights may, however, be assigned temporarily to a day shift for further orientation or evaluation if deemed necessary by the nurse's immediate supervisor. The amount of shift rotation to a shift other than a shift of preference will not exceed the amount of time a nurse works on a preferred shift.

Section 7. The Hospital shall not schedule any nurse to work more than two (2) consecutive weekends in a row or more than twenty-four (24) weekends in a calendar year (excluding make up shifts) except where the nurse has requested and been granted other days off during the week in which the weekend off would have fallen. However, any nurse who calls off two (2) or more scheduled weekend shifts in a calendar year shall within the next scheduling period from the date of the shift(s) which the nurse missed, is required to make up the weekend shift(s) missed, except for the first weekend shift missed. The date to make up the shift(s) will be provided to the nurse no less than two (2) weeks prior to the make-up date(s), which shall occur within the next scheduling period of the missed shift(s). The make-up shift(s) shall be scheduled on the same shift(s) and unit as the one missed and no voluntary RAB will be granted unless it negatively impacts another nurse. Weekend work shall be rotated so that nurses shall be scheduled to work every other weekend.

If a nurse's vacation begins on a Saturday of the weekend that the nurse is scheduled to work, the nurse must work Saturday unless he/she finds a replacement to cover the shift. If a nurse's vacation ends on an assigned weekend, he/she must work Sunday of the assigned weekend

or find a replacement. Nothing in this section shall prohibit the Hospital from scheduling more than two (2) consecutive weekends in a row or more than twenty-four (24) weekends in a calendar year if the nurse agrees to work such amount of weekends. Weekends shall be two (2) consecutive days, Saturday, and Sunday, starting at 7 a.m. Saturday to 7 a.m. Monday. If a nurse trades a weekend shift or requests a weekend shift off which results in the nurse working two (2) different weekends but only one (1) shift per weekend, he/she shall receive only one (1) weekend credit. Nurses working the 3:00 p.m. to 3:00 a.m., 7 p.m. to 7 a.m. or 11 p.m. to 7 a.m. shifts may request that the Clinical Manager schedule their weekend preference as either Friday and Saturday, or Saturday and Sunday. For nurses working the 7 p.m. to 7 a.m., 3:00 p.m. to 3:00 a.m. or 11 p.m. to 7 a.m. shift who designate their weekend preference as Friday and Saturday, the weekend shall be two (2) consecutive days beginning at either 3:00 p.m., 7 p.m. or 11 p.m. on Friday and ending by 7 a.m. on Sunday. Any nurse hired or who changes his/her status after November 1, 2017 shall work Saturday and Sunday weekends.

Part-time nurses shall be scheduled to work the same type of weekend schedule as full-time nurses.

Nurses who are hired to work more than one unit shall be subject to the weekend coverage provisions of Section 7.

Section 8. 12 Hour scheduling.

- A. With agreement of the affected nurses, the Hospital may establish a 12 Hour work program.
- B. Positions established on a 12 Hour program shall be posted for bid pursuant to the posting and bidding procedure of Article 17.
- C. A nurse working the 12-hour staffing pattern will never be scheduled to work more than three (3) consecutive days unless the nurse requests other days off that cause this pattern to occur. If three (3) 12-hour shifts are scheduled and worked consecutively, a minimum of two (2) consecutive days off must follow.
- D. The Hospital and ONA/LMPNA agree that there are certain circumstances under which a staffing pattern of two (2) twelve (12) hours shifts and two (2) eight (8) hours shifts ("2-12's and 2-8's") during a work week may be necessary for the Hospital to meet staffing needs and/or advantageous for nurses to further educational requirements for CNEs or to attend education meetings or seminars at the Hospital's request.
- E. A request for 2-12's and 2-8's for reasons other than education shall be considered on a case-by-case basis. It is understood and agreed that the 2-12's and 2-8's schedule is on a voluntary basis.

F. For the purpose of holiday rotation, 12-hour shift nurses will be given credit as holiday worked for shifts in which the greatest number of hours worked actually fall within the 24-hour period of 11:00 p.m. of the eve to 11:30 p.m. of the holiday.

Example:

7 p.m. of eve of holiday to 7 a.m. of holiday = credit

7 a.m. of holiday to 7 p.m. of holiday = credit

7 p.m. of holiday to 7 a.m. of following day = no credit

3 p.m. of the holiday eve to 3 a.m. = credit

Section 9. A nurse scheduled, called out, or called back to work shall be guaranteed pay for four (4) hours or actual time worked whichever is greater. A nurse may receive more than one (1) call out or call back pay pursuant to this provision so long as such pay does not overlap. A nurse must be on-call at least four (4) hours in order to receive the guaranteed four (4) hours pay.

Section 10. The Hospital retains the right to determine which departments or nursing units will be operational on weekends and/or off-shifts. During the period of time a specific unit or department is non-operational on evening, night, or weekend hours, nurses scheduled to work in such units or departments will not be scheduled to work on another unit on those off-shifts.

Section 11. Nurses assigned to units or departments non-operational on off-shifts, weekends, and/or holidays, may request work on another unit or department for such hours by making such request in writing to Nursing Administration. The nurse shall specify his/her availability in the written request.

Section 12. On-Call shall be understood as being available and ready to report to the Hospital for work. An on-call shift shall include a start and end time.

Assignment of unfilled call in procedural based, and outpatient units' shifts shall be determined by the number of call shifts scheduled in each unit per calendar month or six-week schedule, depending on unit preference and master staffing guidelines. The nurse with the least number of call shifts scheduled in that month or six-week schedule will be assigned the open call shifts. In the event two (2) or more nurses share the least number of calls the call will be assigned to the nurse with the lowest seniority, except that the low senior nurses will not be assigned the open call for two (2) consecutive months or six-week schedule.

Nurses will not be assigned call on more than fifteen (15) days per month or twenty-one (21) days per six-week schedule, unless mutually agreed between the nurse and manager.

ARTICLE 12

Personnel Files - Evaluations - Discipline

Section 1. Personnel Files. A nurse shall have the right to review his/her official personnel files. The nurse must give the Department of Human Resources one (1) Human Resources workday advance notice. Human Resources workdays are normal business hours, Monday through Fridays. The review shall be done at a mutually agreed upon off duty time. The nurse shall not be paid for time spent reviewing the personnel file.

Section 2. Evaluations. Each nurse shall be given a copy of his/her evaluation at the time of the evaluation.

Section 3. Discipline-Discharge. The Hospital shall have the right to discipline or discharge any nurse for just cause. Disciplinary action is subject to the grievance procedure in Article 7.

Section 4. Nurses will be offered the opportunity to have ONA representation when disciplinary action is taken or when an investigation may lead to discipline. In the event a documented discipline is issued to a nurse by the Hospital as a result of an oral reprimand, written reprimand, suspension, or discharge, the nurse shall receive a copy of the discipline along with a copy of any and all policies the nurse is alleged to have. In the event discipline proceeds to a written reprimand, suspension, or discharge, a local unit representative of the ONA/LMPNA may, upon the nurse's request, be present during the disciplinary meeting. Nurses who do not wish to have ONA/LMPNA representation shall sign a waiver. The Human Resources Department will notify the LMPNA in writing of any suspension, demotion, or discharge of any member of the LMPNA within seventy-two (72) hours, excluding weekends and holidays. The Hospital agrees that no disciplinary action more than twelve (12) months old from the date each incident occurs, not from the date the discipline was issued, shall be applied toward future disciplinary action, or referred to for any future job bids or movements. Any nurse with a written discipline, suspension, or final written discipline (including attendance-related discipline) will be ineligible to bid and interview for positions outside his/her unit unless mutually agreed to by the bidding nurse's current manager and the manager of the department with the posted vacancy. The restriction shall not apply to a position awarded within the same unit. Bids for in-unit positions will be awarded based upon seniority as provided in Article 17. Bids for out of unit positions will be awarded in accordance with Appendix C. Conference reports showing medication or treatment errors or other informal notices shall not be placed in the nurse's personnel file.

Section 5. In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by ONA where it can be shown that the nurse affected was unable to file a grievance within the time limits provided herein because of the nurse's participation in a peer assistance program or because of entry into a rehabilitation program.

ARTICLE 13

Wages

Section 1. Effective in the payroll period including November 1, 2023, bargaining unit nurses shall be compensated under the wage schedule as set forth in Appendix B.

Section 2. The placement of new hires with no experience shall be at Step 1 of Appendix B. New hires with experience will be credited with experience as outlined under APPENDIX E to determine his/her step of the wage scale in APPENDIX B.

Section 3. Throughout the term of this Agreement all nurses in staff nurse/coordinator positions, except those nurses at the top step, shall receive a one (1) step increase effective on the nurse's anniversary date(s) that falls on or after the effective date of this Agreement.

Section 4. Placement of new hires with experience within the range shall be based on Appendix E. "New" hires include outside applicants hired into bargaining unit positions and internal applicants working other than bargaining unit positions at the time of their application. Experience credits for applicants with nursing experience as a PRN or part time nurse shall be based on the best available information or estimate as to years of experience as an RN. The Hospital and ONA shall have the right to negotiate increases in the rates should they determine that increases are advisable or necessary for recruitment or retention purposes. The no-strike provision shall remain in full force and effect during any such negotiations which occur during the life of this Agreement. A former LPN who is hired as a registered nurse shall be hired and given credit for experience as outlined under APPENDIX E to determine his/her placement on the wage scale in APPENDIX B.

Section 5. A bargaining unit nurse will receive three dollars and fifty cents (\$3.50) per hour for all on-call hours. Payment will be made on regular payroll cycles.

A bargaining unit nurse who voluntarily picks up an additional call shift above departmental requirements, will receive seven dollars (\$7.00) per hour for those additional on-call hours. Incentive is not applicable if the RN is picking up extra on call hours for another RN at that RN's request, so they do not have to take call.

The above will apply to all hours while "on call" as well as all hours while worked while on call.

Section 6. The Hospital shall pay a shift differential of one dollar and seventy-five (\$1.75) per hour for all hours worked between 3:00 p.m. and 7:00 p.m. on shifts starting on or after 9:30 a.m. and will not be used for the calculation of any other benefits. Shift differential shall not be paid to nurses regularly scheduled to work the 7:00 a.m. to 3:00 p.m. shift and where the nurse agrees to start the shift at 6:30 a.m. when circumstances dictate. Shift differential shall not be paid to nurses working charge who begin their shift at 6:30 a.m. The hospital

shall pay a shift differential of four dollars (\$4.00) per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

Section 7. The designated charge nurse on each shift and each unit will be paid one dollar and seventy-five cents (\$1.75) differential per hour, in addition to all other applicable differentials.

Section 8. Degree or Certification Differential. Nurses who hold a Bachelor of Science Degree in Nursing (BSN) or a Master of Science Degree in Nursing (MSN) will receive a two dollar (\$2.00) differential in addition to his/her base straight-time in wage rate for all hours paid. For certification in his/her specialty, a nurse will receive a seventy-five cent (75¢) differential in addition to his/her base straight-time wage rate for all hours worked in the area of certification or an area related to his/her certification. A nurse who is certified in more than one (1) specialty shall receive pay for only one (1) certification. This differential will be in addition to the nurse's straight time wage rate. Any RNFA, hired or nurse who transfers into the position of RNFA after January 1, 2020, will not be considered part of the bargaining unit. A nurse could receive one certification and one degree differential, which are to be in addition to his/her base rate. Nurses will be responsible to turn in proof of degree or certification credentials to HR in order to receive the differential pay. Pay for differentials will begin on the date HR receives proof of degree or certification. HR will provide a dated copy of the proof of degree or certification to the nurse at the time the nurse turns the copy in. The nurse seeking to receive the specialty certification differential is responsible for verifying that differential is paid within two (2) pay periods after evidence of the certification is submitted to HR. No retroactive certification pay will be granted to a nurse who does not verify that the certification has been paid.

Section 9. Preceptor Differential. The Hospital will pay a preceptor, as defined in Article 6, Section 15, a differential of one dollar and twenty-five cents (\$1.25) per hour for each hour spent orienting another nurse.

Section 10. The Hospital will pay a weekend differential of two dollars (\$2.00) per hour for all hours worked on a weekend. The weekend differential shall be paid for hours worked on a weekend as defined in Article 11, Section 7.

Section 11. Credential Differential. All bargaining unit nurses who are current in ACLS, TNCC, PALS, NRP, FCCS, ONS Chemotherapy Provider, ENPC, ASLS, ALSO, STABLE, shall receive a twenty-five cent (25¢) per hour differential for all hours worked with a maximum of two (2) paid differentials. If mandated by the Hospital to maintain any certifications in order to meet job eligibility requirements the nurse shall be entitled to receive the Credential Differential for the number of credentials mandated by the Hospital.

Section 12. The incentive program is intended to encourage nurses to work additional hours on their own unit or other units to help staffing shortages when all of the following criteria are met.

INCLUSION CRITERIA	EXCLUSION CRITERIA
Applies to RN's providing direct patient care	Incentive is not applicable to Orienting RN's
The extra shift worked exceeds the RN's budgeted hours	Incentive is not applicable if an RN calls off UPTM, or as U-ABSENT within same pay period
The ADVANCED SCHEDULE SHIFT INCENTIVES require a minimum of four working extra hours for another RN at that (4) hours worked in addition to hours normally scheduled. These shifts are pre-off scheduled to fill open shifts.	Incentive is not applicable if the RN is RN's request so they can take another day off normally scheduled. Incentive is not applicable if the RN is receiving on-call differential.
The JUST IN TIME INCENTIVE requires a minimum of two (2) hours worked in addition to hours normally scheduled.	Incentive is not applicable when a nurse is required to work overtime to complete patient care (charting, hand off communication, medical emergencies/procedures).
All incentives require that the RN take a full assignment	Incentive is not applicable if the "extra" shift is worked in exchange for taking a subsequent shift off

A. The process for determining the need for ADVANCE SCHEDULE SHIFT incentive pay is as follows:

1. Before the schedule is posted - the Clinical Manager shall determine the need for the number of nursing staff to care for patients on a given unit to provide direct patient care.

2. If the Clinical Manager determines a need for additional staff an ADVANCE SCHEDULE SHIFT incentive shall be offered for those nurses who sign up above and beyond their scheduled FTE hours and who meet both inclusion and exclusion criteria.

a. Nurses will only be eligible to work assignments approved under the program for which they possess the requisite competency, and only after they have scheduled their budgeted FTE for the pay period. Pre-approved PTM will count towards hours scheduled.

b. Nurses may volunteer to work an ADVANCE SCHEDULE SHIFT

incentive assignment outside of their home unit if: i) the staffing needs are met in the nurse's home unit; ii) the nurse's home unit staffing levels are not negatively impacted; iii) approval to work incentive pay shifts outside of a home unit shall not be unreasonably withheld.

3. The nurses will be notified when the schedule has been posted along with the open shifts available for ADVANCE SCHEDULE SHIFT incentive pay.

4. Posting of schedule - the ADVANCE SCHEDULE SHIFT INCENTIVE hours shall be done pursuant to Article 15 Section 3 of the CBA. Nurses may pick up open shifts up to seventy-two (72) hours prior to the start of the shift. Vacancies that remain unfilled at that time shall be subject to the JUST IN TIME INCENTIVE program.

B. In order to meet staffing demands the hospitals may offer the following incentive options:

1. ADVANCE SCHEDULE SHIFT INCENTIVE - Nurses who voluntarily pick up and work hours for the ADVANCE SHIFT SCHEDULE INCENTIVE will be paid \$80 for the 4-hour block of extra hours worked. The nurse will be paid \$20 per hour for every hour worked above and beyond the 4-hour block. Nurses who are scheduled to work an incentive shift but do not work shall not receive the incentive pay.

2. JUST IN TIME INCENTIVE is when there is an unanticipated need for additional staff help and will be offered anytime within seventy-two (72) hours of anticipated need. The opportunities will be awarded on a first come first serve basis.

a. JUST IN TIME INCENTIVE - Nurses, with the correct competency, who voluntarily pick up and work hours for the JUST IN TIME INCENTIVE will be paid an additional \$30 for each 2-hour block of extra hours. The nurse will be paid \$15 per hour for every hour worked above and beyond the 2-hour block.

b. Nurses will only be eligible to work assignments approved under the program for which they possess the requisite competency, met the inclusion and exclusion criteria above and only after they have scheduled their budgeted FTE for the pay period. Pre-approved PTM will count towards hours scheduled.

C. The following criteria would apply to all the incentive programs above:

1. Incentive pay hours shall be designated as and considered "extra work" as outlined in Article 15 Section 3 of the CBA and will be cancelled by the Hospital in accordance with Article 15 Section 3 of the CBA in inverse order.

2. Incentive pay will not be paid in the event of a cancellation prior to the start of the extra four (4) hour block for the ADVANCE SCHEDULE SHIFT INCENTIVES

and extra two (2) hour block for JUST IN TIME INCENTIVE.

If the nurse calls off for a scheduled incentive shift work, the nurse shall not receive the incentive pay and the Hospital attendance policy and occasions will apply.

There shall be no pyramiding of premium pay (incentive pay or double back) under this Agreement.

ARTICLE 14

Insurance Benefits

Section 1. During the term of this Agreement, the Hospital will provide life insurance for all full-time and part-time nurses. All nurses covered by this Agreement will be provided with life insurance in the amount of fifty thousand dollars (\$50,000) at no cost to the nurse for the term of this Agreement.

Section 2. Effective November 1, 2023 through March 31, 2024, there will be no changes to the medical plans. For purposes of this Article, the health "plan year" runs from April 1 of one year to March 31 of the following year. The Hospital will provide coverage to all eligible full-time and part-time nurses who are budgeted to work twenty-four (24) hours or more (0.6 FTE), or who are entitled to health insurance by virtue of the Affordable Care Act, under its self-insured health plans which will include a PPO plan, a HMO, dental only or substantially equivalent plans together with a prescription drug card. Any change will be brought to the attention of the ONA in writing, and ONA will be provided with information concerning proposed increases in co-pays and deductibles. Plan booklets will be made available from the third-party administrator or online.

Section 3. The nurse is eligible for the employee courtesy discount of ten percent (10%) of the bill not to exceed the unpaid balance for services rendered at Lima Memorial Hospital before applying all insurance(s) to the charges less comfort items. A nurse's dependents that are eligible under the health plan and a nurse's spouse (regardless of whether they are eligible for the health plan) are eligible for the employee courtesy discount of ten percent (10%) off the unpaid balance of the bill. The amount of the discount shall not exceed the employee co-pay portion of the bill. To receive the discount, the employee must pay the balance due, less the discount, within thirty (30) days of the final billing from the Hospital after all insurance(s) payments have been applied or by making arrangements for the amount to be paid via payroll deduction. The minimum deduction will be twenty-five dollars (\$25) per pay until the balance due is satisfied. In the event any additional health insurance plan is offered to any Hospital associates during the term of this Agreement, the same health plan terms shall also be offered to bargaining unit nurses.

Section 4. The nurse's contribution to the plan(s) will be the same as all other Hospital employees. See Appendix A.

Section 5. There shall be no changes in nurse's premiums through March 31, 2024. For the plan year beginning April 1, 2024 and ending March 31, 2025, increases in premiums for the PPO, HMO, and HDHP plans shall be in accordance with "Appendix A." For the plan year beginning April 1, 2025 and ending March 31, 2026, increases in premiums for the PPO, HMO, and HDHP plans shall not exceed 9% annually. For the plan year beginning April 1, 2026 and ending March 31, 2027, increases in premiums for the PPO, HMO, and HDHP plans shall not exceed 9% annually. Nurses shall be offered the opportunity to participate in a Dental Plan on the same terms and conditions as the other Hospital employees.

Section 6. New hires are eligible for health insurance with an effective date of the first of the month following thirty (30) calendar days of employment.

Section 7. Nurses shall be offered the opportunity to participate in a Vision Plan on the same terms and conditions as the other Hospital employees.

Section 8. There shall be no change to co-insurance, deductibles, and out-of-pocket maximums through March 31, 2024. For the plan year beginning April 1, 2024 and ending March 31, 2025, co-insurance, deductibles, and out-of-pocket maximums, for the PPO, HMO, and HDHP plans shall be in accordance with "Appendix A." For the plan year beginning April 1, 2025 and ending March 31, 2026, increases in coinsurance, deductibles, and out-of-pocket maximums, for the PPO, HMO, and HDHP plans shall not exceed 9% annually. For the plan year beginning April 1, 2026 and ending March 31, 2027, increases in co-insurance, deductibles and out-of-pocket maximums, for the PPO, HMO, and HDHP plans shall not exceed 9% annually. For Dental coverage, this limit does not apply.

There will be no change to co-payments through March 31, 2024. For the plan year beginning April 1, 2024, and ending March 31, 2025, co-payments for the PPO and HMO plans shall be in accordance with "Appendix A." For the plan year beginning April 1, 2025, and ending March 31, 2026, increases in co-payments for the PPO and HMO plans shall not exceed \$5 annually. For the plan year beginning April 1, 2026, and ending March 31, 2027, increases in co-payments for the PPO and HMO plans shall not exceed \$5 annually.

ARTICLE 15

Overtime

Section 1. Nurses shall be paid one and one-half (1-1/2) times their regular rate of pay for any hours authorized by the Hospital which are worked in excess of the nurse's regularly scheduled shift of eight (8), nine (9), ten (10), or twelve (12) hours in a twenty-four (24) hour period, commencing at the beginning of the nurse's regularly scheduled shift, except where a nurse requests a doubleback and signs an appropriate waiver form, or if over forty (40) hours in any one (1) work week.

Section 2. There will be no mandatory overtime.

Section 3. A list of open shifts shall be posted in the scheduling software at the same time as the work schedule is published and shall remain posted for a period of seven (7) calendar days. Nurses desiring to work a posted open shift shall bid in the scheduling software within said seven (7) day period. Shift will be awarded according to the procedure for assigning open shifts. A nurse cannot change a posted schedule to fill posted open shift(s) unless authorized by the Hospital. Following said seven (7) calendar day period, the Hospital shall seek to fill the remaining open shifts.

The following procedure applies to the assignment of open shifts under sections A and B:

A. PROCEDURE FOR ASSIGNING OPEN SHIFTS:

1. On the conditions set forth above, all assignments of extra work shall be made according to the qualifications required in the specific situation. The assignment of extra work from the Unit List prior to and after posting of the schedule is as follows:

(Unit) most to least senior, non-overtime

(Non-unit) non-overtime

(Unit) PRN

(Unit) most to least senior overtime

(Non-unit) overtime

B. PROCEDURE FOR FILLING LAST MINUTE WORK ASSIGNMENTS:

1. A last-minute extra work assignment is defined as one which is created within eight (8) hours or less of the time the work is to be performed.
2. All such assignments shall, taking into consideration the qualifications required for the work and whether the payment of overtime will be required, be made in as reasonable and fair manner as the circumstances permit.

Section 4. The sole remedy for a nurse who is incorrectly denied an extra work opportunity whether the work would have resulted in the payment of overtime or not, shall be the next available extra work opportunity following the discovery of the misassignment.

Section 5. Doubleback

Doubleback is a scheduling pattern whereby the payment of overtime (one and one-half (1 ½) times the nurse's regular rate of pay) may result in one of the circumstances listed below

provided the hours are in excess of a nurse's regularly scheduled shift and the time between clock out and clock in is less than 8 (eight) hours (excluding the 10-minute intervals as defined in Article 11, Section 4):

- (a) A nurse is called in, excluding when a nurse is on call;
- (b) A nurse fills an opening in the posted schedule which must be approved by the Manager/Administrator On Site (AOS) via the bidding process in scheduling software, as defined in Article 15, Section 3;
- (c) A Manager/AOS requests a nurse to fill an opening after the schedule is posted;
- (d) A Manager/AOS schedules a nurse for a double back.

Payroll Log Sheet

It is the responsibility of each nurse to complete a payroll log sheet to record doubleback as defined in this Article. The nurse must complete a payroll log sheet which must be placed in the unit's logbook no later than 8:00 a.m. the Monday of pay week for the doubleback to be paid in that pay period. Doubleback will be paid in the next appropriate pay period if the completed log sheet is not submitted in time.

The nurse will mark the payroll log sheet according to clock in and clock out time and comments shall read Doubleback or "DB".

Waiver

In the event a nurse wishes to self-schedule resulting in doubleback, the nurse will need to complete a waiver of overtime form and submit it to her/his Manager/AOS.

Examples of each scenario follow:

- (a) CALLED IN - Doubleback requested by hospital

Example:

3p-11:30p Wed - Regular scheduled shift

7a-3:30p Thurs. - Nurse not on schedule or on call, called in, 7a-3:30p pay doubleback

Example:

11p-7:30a Wed - Regular scheduled shift

3p-7:30p Thurs. - Nurse not on schedule or on call, called in, 3p-7:30p pay doubleback

11p-7:30a Thurs. - Regular scheduled shift, 11p-7:30a pay doubleback

- (b) FILLED OPENING IN POSTED SCHEDULE (MUST BE APPROVED BY THE MANAGER/AOS VIA THE SCHEDULING SOFTWARE/BIDDING PROCESS) - Doubleback requested by hospital

Example:

7a-7:30p Fri - Regular scheduled shift

7p-11:30p Fri – Approved by Manager/AOS via the scheduling software/bidding process (pay overtime, this is not doubleback)

7a- 7:30p Sat - Regular scheduled shift 7a-7:30p, pay doubleback

7p-11:30p Sat – Approved by Manager/AOS via the scheduling software/bidding process (pay overtime, but this is also doubleback)

(c) MANAGER/AOS REQUESTED CHANGE - Doubleback requested by hospital

Example:

7a-7:30p Fri - Regular scheduled shift

7p-11:30p Fri – Stayed over to cover (pay overtime, this is not doubleback)

7a- 7:30p Sat - Regular scheduled shift 7a-7:30p pay doubleback

7p-11:30p – Sat – Stayed over to cover (pay overtime, but this is also doubleback)

(d) DOUBLEBACK REQUESTED – DOES NOT MEET CRITERIA

Example:

7p-7:30a Mon - Regular scheduled shift, clock out 9:30 a.m.

7p-7:30a Tues - Regular scheduled shift, this is not doubleback

Example:

3p-11:30p Wed - Regular scheduled shift, RAB/PTM 7p-11:30p

7a-3:30p Thurs. - Nurse not on schedule or on call, called in, 7a-3:30p pay regular time, this is not doubleback

Example:

3p-11:30p Mon – Regular scheduled shift, clock out 11:30 p.m.

10a-12p Tues – Mandatory skills day, Overtime rules may apply (per Article 15, Section 1), this is not doubleback

ARTICLE 16

Part-Time Benefits

Part-time nurses are eligible for benefits as set forth in the specific benefit Articles.

ARTICLE 17

Seniority

Section 1. Seniority is the right of a nurse to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement. Seniority is defined as the length of time a nurse has been continuously employed and the length of service is based on the nurse's total paid hours, plus RAB hours, since the last, most recent date of hire as a registered nurse. For purposes of bidding on jobs, lay-off, recall and PTM scheduling, the

nurse's seniority will begin when she was employed as an RN at the Hospital. If seniority hours are equal, a tie shall be broken first by date of hire and then by the higher numerical value of the last four (4) digits of the nurse' social security number. A leave of absence will not constitute a break in service although seniority will be frozen and not continue to accrue during an unpaid leave.

Section 2. A nurse's continuous service and seniority shall be broken when the nurse:

- A. resigns or retires;
- B. is terminated for just cause;
- C. is absent for two (2) consecutive working days without notifying the Hospital of the reason for such absence;
- D. is continuously laid off due to lack of work for more than one (1) year;
- E. exceeds an approved leave of absence;
- F. fails to return from layoff within five (5) calendar days after being notified by certified mail by the Hospital; or
- G. works for another while on leave of absence, except for work while on an educational leave or while on a personal leave as a result of a relocation more than 50 miles from the hospital.
- H. loses licensure due to action of the Board of Nursing.

Section 3. **Bidding.** When the Hospital determines that a nursing position is open, the position will be posted within the nursing unit and concurrently to the House, including to bargaining unit and non-bargaining unit nurses (PRNs and outside applicants) via the Hospital intranet for a total of seven (7) calendar days before being permanently filled.

The postings shall include job description, location, hours, and qualifications needed. The qualifications for an opening shall be reviewed by an interview team based on the objective criteria applicable to the circumstances established by the NPPR Committee upon the recommendation of ONA and the Hospital attached hereto as Appendix C.

For in-unit bidding, all bids filed within the above time limits will be reviewed but shall not require an interview. For out of unit bidding, all bids filed within the above time limits will be reviewed by the interview team to determine which nurses are qualified for the position. Nurses who fail to meet the minimum qualifications of the posted position by skills, abilities or experience shall not be interviewed. All qualified bidders for out-of-unit positions must be interviewed.

After the seven (7) calendar day posting, positions will be awarded by unit, internal (including currently working and laid off) then external. The nurse on the affected unit with the most bargaining unit seniority shall be awarded the position, if the nurse possesses all qualifying abilities as defined by the team. If no nurses on the affected unit have bid on the position, the opening will be filled by the bargaining unit nurse with the most bargaining unit seniority who is the most qualified among all bargaining unit nurses bidding on the position, including any nurses on lay-off who have retained seniority, if the nurse possesses all qualifying abilities as defined by the team. Nurses are eligible to bid on posted positions in their assigned units at any time, but no nurse may bid onto another unit until he/she has successfully completed the new hire probationary period, except as set forth in Article 18 unless mutually agreed upon by LMHS and ONA/LMPNA. Any nurse with written discipline, suspension, or final written discipline including attendance-related discipline will be ineligible to bid and interview for positions outside his/her unit unless mutually agreed to by the bidding nurse's current manager and the manager of the department with the posted vacancy. The restriction shall not apply to a position awarded within the same unit.

All bids will be reviewed by the interview team to determine which nurses are qualified for the position. Nurses who fail to meet the minimum qualifications of the posted position by skills, abilities or experience shall not be interviewed. All qualified bidders must be interviewed.

Human Resources will hold PRN bids until the bargaining unit nurses are interviewed. Thereafter PRN and other non-bargaining unit nurses who are qualified by skills, abilities and expertise are interviewed. All applicants must be notified in writing within ten (10) business days of awarding the position if they are not chosen for the position.

The chosen nurse shall be given between thirty (30) and ninety (90) days within which to qualify in the new position. If, at the time the nurse accepts the position the vacancy rate of the sending department is higher than the vacancy rate of the receiving department, the nurse will assume the position within forty-five (45) calendar days, otherwise within thirty (30) calendar days of accepting the position. Orientation will begin as soon as the nurse is assigned to the new unit, or as mutually agreed, otherwise. In the event a nurse is disqualified from the position within the first 30 calendar days, or in the event the nurse finds the position undesirable within the first 30 calendar days, the nurse shall be returned to his/her former position without loss of seniority and without prejudice. If the nurse is disqualified from a position after 30 calendar days, the nurse shall be returned to his/her former position if said position is still available without loss of seniority and without prejudice. If the nurse's previous position is not still available, the nurse may bid on any other available posted position and will be given unprejudiced consideration for that position.

Once starting a new position, a successful bidder will be eligible for unit based bidding, however, will not be eligible to bid to an open position on another unit for a period of six (6) months from the date of starting the new position, unless this requirement is waived by mutual

agreement of the Hospital and ONA/LMPNA. A nurse is considered to have started the new position on the date he/she first reports to work on that unit.

Nurses may increase FTEs as a result of a bid, without regard to a pending or active reduction in force.

By January 31st of every year, the Manager of the Unit and/or the Director of the Area and the unit rep assigned to that area will jointly create an interview team composed of peers. Applicant availability is a priority when scheduling an interview. In circumstances where an interview team is not available, input from at least two (2) bargaining unit members will be required. The unit rep assigned to that area will provide the Manager with the names of two (2) bargaining members to provide input in the event the interview team is unavailable. Where the team determines that experience is not an immediate requirement for the vacancy, the posting will indicate that experience is preferred but the team is willing to train.

If a nurse receives specialized training through Critical Care or OB internships, the nurse must, within thirty (30) days after completion of the specialized training, bid on a position in the block for which he/she received special training. If the nurse does not do so within sixty (60) days after completion of the specialized training, the nurse will be assigned to a suitable vacant position within his/her specialized training. Once awarded a position on the unit within the respective block, the nurse will be eligible for unit-based bidding; however, will not be eligible to bid to an open position on another unit for a period of twelve (12) months from the date of starting the new position. The twelve (12) month prohibition on bidding on open positions on another unit will be waived for those nurses who are placed in a position due to failure to bid within sixty (60) days after completing specialized training, so long as the nurse is bidding on an open position in another unit for which he/she received specialized training. A nurse is considered to have started the new position on the date he/she first reports to work on that unit. Lima Memorial will inform the nurse of this limitation writing with receipt acknowledged prior to beginning the special training. This limitation may be waived by mutual agreement of the Hospital and ONA/LMPNA.

Section 4. Nurses of the Hospital changing to occupations covered by this Agreement will retain all Hospital seniority for purposes of pension, PTM and DR accrued. Following November 1, 2002, bargaining unit nurses who accept PRN or other non-bargaining unit positions in the Hospital and return to the bargaining unit within six (6) months will be given seniority for the hours worked while in the bargaining unit. The rights under this provision shall only be permitted to be exercised two (2) times.

Section 5. Preceptor positions will be awarded based on seniority if all applicants possess equal qualifications, experience, and demonstrated expertise.

Section 6. Seniority Lists. The Hospital shall provide the LMPNA President or his/her designee and ONA with quarterly reports on January 1, April 1, July 1, and October 1 of each year of this Agreement, including name, address, telephone number, and job title, date of

hire, hours of seniority and rate of pay for each member of the bargaining unit. At the same time, the Hospital shall post in convenient locations the quarterly seniority list, excluding the rate of pay of the bargaining unit members.

Unless a nurse makes an objection to the seniority list, in writing, to his/her manager within thirty (30) calendar days after the list is posted, the nurse shall be bound by the information on the list and shall not thereafter be permitted to question his/her seniority as listed thereon. However, nurses on PTM, DR, STD, or a leave of absence at the time the seniority list is posted will be given two (2) weeks from the time they return to work to make an objection to the seniority list. The Hospital shall respond in writing to an objection by a nurse within two (2) weeks.

The quarterly seniority list shall have no effect on any matter approved, scheduled, or posted based on the prior quarter's seniority list and shall only become effective with the first schedule posted following the distribution of the quarterly seniority list.

The Hospital will provide the local chairperson of the LMPNA and the ONA, once a month, with a "change" list, including the names, addresses and telephone numbers of new hires, together with a list of nurses who have been promoted, are on leaves of absence, have been terminated, have resigned or who have transferred into or out of the bargaining unit.

LMPNA may provide Seniority Lists to bargaining unit employees via the Hospital's email system.

ARTICLE 18

Reduction in Force (Lay-Off)

Section 1. Reduction in Force. A reduction in force is defined as the elimination of position(s) closure of unit(s), decrease in FTEs, lay-off or excess FTEs resulting from consolidation(s), combination(s) or merger(s) of units or positions. If a reduction in the nursing force becomes necessary, the current seniority of all nurses covered by this Agreement shall be utilized in the reduction in force procedure.

When the Hospital determines it is necessary to engage in a defined reduction in force, the following procedure shall apply: the Hospital will determine (1) the units from which nurses need to be reduced, (2) the number to be reduced from each unit, and (3) which nurses will be reduced based upon the bargaining unit seniority of the nurses in the affected unit. The nurses will be reduced from their unit and nurses will be laid off as follows:

Step 1. The Hospital will first offer nurses on the affected unit a voluntary reduction in force. A voluntary layoff option is available for nurses on an affected unit who choose initially not to bump or bid as a reduction in work force. Probationary and PRN nurses shall next be reduced to the extent necessary. No senior nurse will be laid off while

probationary or PRN nurses are working unless such nurse has been offered the work of the probationary or PRN nurse and refused it.

Step 2. Thereafter, nurses will be laid off in the inverse order of bargaining unit seniority with the least senior nurse being laid off first except as set forth hereafter.

Section 2. Notice. The Hospital shall advise LMPNA and the affected nurses in the units selected for reduction ten (10) working days prior to the effective date of the reduction in force. For purposes of this Article, working days are defined as Monday through Friday, excluding holidays listed in Article 9. The Hospital shall notify the nurses in their respective units that, as a result of the reduction in force, they may be affected as a result of the bumping procedure.

Section 3. Affected Nurses. Any nurse affected by a reduction in force shall be considered affected until he/she either (1) obtains a position as a result of a bump or bid, or (2) accepts layoff. Where eligible by qualifications as defined in the bumping or bidding sections and by seniority, a nurse affected by a reduction in force may exercise a bump **or** may bid on an open position or accept a voluntary lay-off. Layoff of the affected nurse with no further bumping rights will occur in the following situations: 1) the failure of an affected nurse to select a bump or a bid within the time period defined below, or 2) failure to submit the signed essentials skills checklist as required, or 3) refusal to accept an award of a bump or bid.

Part-time affected nurses shall not be allowed to increase their part-time FTE hours to full-time during a reduction in force through the bumping procedure, however, may increase their part-time FTE hours only when bumping another part-time nurse of greater FTE provided that he/she remains in a part-time status. For purposes of this provision only, a .90 FTE is equivalent to a 1.0. For example, if a .90 bumps a 1.0, he/she takes the 1.0 equivalent; if a 1.0 bumps a .90, he/she takes the .90. When a part-time nurse displaces a full-time nurse, the part-time nurse shall retain his/her part-time FTE status and the full-time nurse shall be reduced to the remaining hours or use his/her seniority to: (1) exercise a bump; or (2) bid on any open position (which may or may not be of equal FTE); or (3) take a lay-off.

Section 4. Essential Skills Checklist for Purposes of Bumping.

- A. The essential skills checklist shall be developed by the Clinical Manager along with the unit nurses, to be reviewed and signed by the unit representative and subject to review by Vice President/Chief Nursing Officer or designee.
- B. The essential skills checklist shall be updated by January 31st of each calendar year and as needed by the same said team and maintained in a central location in Vice President/Chief Nursing Officer or designee office and be available to affected nurses at the time of notification of reduction.
- C. An affected nurse exercising a bump within the nurse's own unit, shall not be required to execute the essential skills checklist, but must submit his/her election

in writing to Human Resources within five (5) working days of receiving notification of the reduction.

- D. The essential skills checklist requirement shall not apply in the event a nurse "bumps back" to his/her original unit within six (6) months following his/her bump from the original unit.
- E. Prior to the selection of the preceptor LMHS shall seek the input and approval from LMPNA/ONA as to the RN selected to be the preceptor; the parties may agree to the selection of more than one (1) preceptor if believed to be warranted by the circumstances. In the event the parties are unable to agree upon a preceptor, LMPNA/ONA shall select a preceptor and LMHS shall select a preceptor to be assigned to the affected nurse. The affected nurse shall spend equal hours with each preceptor during the qualification period.
- F. The bumping nurse will work a qualification period of forty-eight (48) work hours in the desired position. Prior to the start of the qualification period, the affected nurse, the selected preceptor(s), clinical manager, and an LMPNA officer will meet to discuss the qualification process and the expectations of each person during the qualification period.
- G. At the completion of each shift during the qualification period, the preceptor(s) will review the Essential Skills Checklist with the affected (bumping) nurse and discuss the nurse's progress in relation to the Essential Skills Checklist.
- H. Halfway through the qualification period, the clinical manager, preceptor(s), the affected (bumping) nurse, and an LMPNA officer shall meet to review the nurse's progress in relation to the Essential Skills Checklist.
- I. At the conclusion of the forty-eight (48) working hour qualification period, the Clinical manager will meet with the preceptor and LMPNA President, or designee, and the affected (bumping) nurse to obtain input on the affected (bumping) nurse's competency based on the essential skills checklist at the end of the qualifying period. An affected nurse must be able to verbalize and/or return demonstrate any skills which were not present during the forty-eight (48) working hours in order to receive credit for those essential skills. 80% competency on the essential skills checklist shall be considered equivalent to 100% in awarding positions; and affected nurses must have at least 80% competency on the essential skills checklist and the nurse must demonstrate the ability to satisfactorily perform the work with a full patient load, and with no more supervision than required of other employees within the affected unit after the forty-eight (48) working hour qualification period. The Clinical Manager will then determine the affected (bumping) nurse's competency based on the criteria above.

J. Seniority, as defined in Article 17, Section 1, shall govern in the event two (2) or more nurses qualify for the same bump.

Section 5. Bumping. An affected nurse may exercise a bump. Current seniority lists, without names, which include number of hours per shift and shift, for bumping purposes, shall be made available by Human Resources for review and copying by affected nurses.

A. Qualifications for Bumping. An affected nurse must advise Human Resources as to his/her decision to bump within five (5) working days after his/her receipt of notification of the reduction in force. At five (5) working days after the nurse's notification of the reduction his/her last prioritized list submitted to Human Resources shall be considered binding. In order to qualify for a bump, the affected nurse must:

1. Possess more seniority than the least senior nurse on the unit of choice and the shift of choice; and
2. Complete, sign and deliver to Human Resources within five (5) working days of his/her receipt of notification of the reduction in force the essential skills checklist(s), specific to the unit(s) of choice, certifying to competency on 80% of the essential skills checklist(s). Human Resources shall provide the affected nurse with a signed and dated copy of the essential skills checklist acknowledging receipt; and
3. Demonstrate the ability to satisfactorily assume a full patient assignment competently and with no more supervision than required of other employees within the affected unit at the expiration of a forty-eight (48) working hour qualification period.
4. A full-time affected nurse may not bump two (2) part-time nurses within the same unit to obtain up to their equivalent budgeted hours unless mutually agreed by management and LMPNA.

B. Human Resources will notify nurses of the results of the bumping procedure within five (5) working days of the last submitted list.

C. When a bumping nurse has successfully qualified for the position, timing, and communication of the effective date for the affected nurses will be coordinated between LMPNA and the Hospital and announced to the unit with a minimum of five (5) days notice.

Section 6. Nurse's Option in Event of Disqualification from Bump. In the event an affected nurse is disqualified from a bump either by failing to satisfy the essential skills check list requirement or by failing to demonstrate the ability to competently assume a full patient assignment after the forty-eight (48) working hour qualification period, he/she may choose

to be voluntarily laid-off or bid on an open position. In the event he/she has been disqualified from a bump and is subsequently awarded a bid position and fails after receiving orientation in the bid position, his/her employment shall be terminated.

Section 7. Results of Failed Bump on Nurse and Position Bumped.

- A. In the event a nurse was bumped from his/her position but has lost his/her status as an affected nurse either by bumping another nurse or successfully bidding on a position, the bumped nurse's former position vacated as a result of a failed bump shall be posted for bid.
- B. However, if the bumped nurse remains affected, laid off without a position, the bumped nurse shall be offered the position from which he/she was bumped without regard to the posting and bidding procedures.

Section 8. Bidding.

- A. Bidding during a Reduction in Force. Except as modified herein, affected nurses may bid on any posted vacancies in accordance with the bidding procedures of Article 17 and hereafter. For purposes of this Article only, an affected nurse who possesses all qualifying abilities shall be given bidding preference over a more senior nurse in an elective bidding procedure a nurse in an elective bidding procedure includes a nurse who is not an affected nurse that is bidding on a vacant position. Where two (2) or more affected nurses bid on a vacant position, the bidding procedures of Article 17 shall apply. For purposes of assisting a nurse in bidding, a list of open positions shall be provided to the nurse by Human Resources.

An affected nurse who chooses to exercise a bid must advise Human Resources in writing of the positions on which he/she wishes to bid within five (5) working days after his/her receipt of notification of reduction. A nurse may bid on more than one position at a time. At five (5) working days following notification, the nurse's last submitted list of position(s) on which he/she wishes to bid shall be considered binding.

- B. Failure to Obtain Bid. In the event an affected nurse elects to bid on a position, he/she waives his/her rights to exercise a bump, unless he/she later becomes an affected nurse as a result of a subsequent bump. In the event the affected nurse is unsuccessful in being awarded the bid, after thirty (30) calendar days he/she will be laid-off and may continue to bid on any open positions until such time as he/she loses seniority under Article 17, Section 2.
- C. Failure to Retain Bid Position. In the event an affected nurse bids on a position, is awarded the position and is disqualified from the position following the orientation period set forth in Article 17, Section 3, he/she may bid on another

position. If after accepting a second bid position and after receiving orientation, the nurse fails to retain the position, employment shall be terminated.

D. If a nurse accepts a position, due to reduction in force, they are not subject to the twelve (12) month waiting period, to re-bid, as outlined in Article 17, Section 3.

Section 9. Nurses' Options during Waiting Period for Bump or Bid or in the Event of an Unsuccessful Bump or Bid, or Layoff. An affected nurse has the option during the waiting period after he/she has submitted her election to exercise a bump or bid or in the event of an unsuccessful bump or bid to:

- A. Take an unpaid personal leave of absence for up to thirty (30) calendar days (only applies to a bid situation); or
- B. Report to work during their scheduled shifts and be pulled in house for tasking or patient care assignments; or
- C. Use available PTM time.

The thirty (30) calendar day period runs from the expiration of the five (5) working days period following notification of reduction in force for purposes of a bid and commences to run at the time a nurse is disqualified from a bump (either by failing to qualify for the bump or following the 48 working hour qualification period). At the end of the thirty (30) calendar day period, if the nurse has been unable to secure a position, he/she shall be laid off with a right to bid, but no further bumping rights. Affected nurses may make the waiting period election under this Section only one (1) time.

Section 10. A nurse affected by a reduction in force as a result of bumping shall be permitted to exercise his/her seniority as outlined above. Nurses affected by the bumping procedure will be afforded a minimum of five (5) working days notice of reduction in force.

Section 11. If the staffing pattern of a unit must be reorganized as a result of a reduction in force and bumping procedures, the alteration shall be made in accordance with the nurses' preferences by seniority on the unit.

Section 12. Temporary Closure of Unit(s). In the event the Hospital must close a unit temporarily, for a period not to exceed three (3) months, all nurses in the unit shall be laid off, without bumping rights. Nurses affected by a temporary closure may use available PTM time at their option or take mandatory RABs up to budgeted FTEs or take lay-off. Nurses who are laid off as a result of a temporary closure of a unit shall return to their original positions based on seniority when the unit is reopened, without regard to the bidding procedure. Nurses who fail to return within ten (10) days of receipt of certified mail shall be terminated from employment. In the event the closure of the unit exceeds three (3) months, the nurses shall be considered affected nurses with all rights afforded affected nurses.

Section 13. Merged or Consolidated Units. In the event the Hospital determines to merge or consolidate units, or otherwise reorganize units, the consolidated or merged unit will be considered one (1) nursing unit for all purposes. The seniority lists of the units shall be merged based on seniority as defined in Article 17, Section 1. The positions to be filled in the consolidated/merged unit shall be awarded on the basis of seniority to the nurses affected by the merger or consolidation. In the event there are excess FTEs created by the merger or consolidation, the least senior nurses on such unit shall be considered affected nurses, provided the remaining nurses have the skills and abilities to carry out the functions of the unit. Unless excess FTEs are created by the merger or consolidation, the nurses subject to the merger or consolidation shall not be considered affected nurses and shall not have any bumping rights.

Section 14. Recall. Nurses who are laid off from their units as a result of a temporary closure shall have the first choice, based upon their seniority, of returning to their positions on the unit from which the reduction occurred and of filling the position from which he/she was laid off when it becomes available.

Section 15. Nurses being recalled to work from lay-off shall be notified by the Hospital via telephone call and by certified mail sent to each nurse's last known address, and such nurses shall have five (5) calendar days from the date the laid off nurse receives notice of recall, either via telephone or certified mail, within which to report to work. Failure to do so shall result in loss of seniority, as provided in Section 2 of Article 17. It shall be the responsibility of each nurse to keep the Hospital, including the Human Resources Office, informed of his/her current, correct address and telephone number, if any.

ARTICLE 19

Leave of Absence

Section 1. Definition. A leave of absence (LOA) is an approved specified time off from work lasting longer than 3 calendar days (excluding vacations/PTM) followed by a reinstatement to active employment without loss of seniority as defined in Article 17, Section 1 of this Agreement. Unless covered PTM and/or DR or STD, leaves will be granted without pay or accrual of benefits and must be approved by the nurse's Clinical Manager/Director and the Director of Human Resources or designee. A leave of absence for purposes of this Article shall be limited to: Family and Medical Leave (FML), personal, educational, and military.

Section 2. Personal Leaves. A personal leave of absence may, depending upon staffing needs, be granted for a period up to twelve (12) months. Requests for personal leave are only valid for 30-day increments. If approved, the Nurse's position will be reserved for a maximum of thirty (30) calendar days. In the event an approved personal leave extends beyond thirty (30) calendar days, the nurse will not be entitled to reinstatement to his/her former position or to an equivalent position. If the need for personal leave is related to a medical condition and the nurse is not eligible for FML leave, the nurse must provide to the

Human Resources department a medical certification that states he/she is unable to work due to a medical condition. HR will then pay DR if applicable or STD may apply. Personal leaves must be approved by both the manager and Human Resources. Accrued PTM must be utilized during a personal leave of absence.

Approved requests for personal leave are only valid for 30-day increments. If approved, the Nurse's position will be reserved for a maximum of (30) calendar days. Extensions (beyond the initial 30 days) may be granted at the department manager/director's discretion with input from the Human Resources Department.

Section 3. A nurse's seniority will accrue on a leave of absence, which is paid pursuant to the application of PTM and/or DR/STD. A nurse's seniority will be frozen on an unpaid leave of absence.

Section 4. Educational Leave. An educational leave of absence for a period of up to twelve (12) months may be granted to nurses when further educational training will improve their effectiveness on the job and will increase the value of their services to the Hospital.

Section 5. Military Service. Nurses, who are active reserve members of any branch of the military or National Guard, will be granted unpaid leave annually to fulfill their required training period. A nurse will accrue and maintain seniority based on his/her budgeted hours at the time of his/her military leave. A regular full-time nurse who enters active military service will be granted a leave of absence. If upon completion of active service, the nurse wishes to return to employment at the Hospital, the nurse will be granted all re-employment rights, privileges, and benefits as guaranteed to the nurse under federal law.

Section 6. Bereavement pay will not be paid during a leave of absence.

Section 7. Family and Medical Leave (FML). The Hospital shall provide FML in accordance with federal law and pursuant to the Hospital's policy relating to Family Leave for (1) the birth or placement for adoption or foster care of a child; (2) because of the serious health condition of the nurse's spouse, son, daughter or parent; (3) because of the serious health condition of the nurse rendering the nurse unable to perform his/her job or (4) because a serious qualifying exigency arising out of the Associate's spouse, son, daughter or parent being on active duty or being call up to active duty.

A nurse who requests a FML shall be required to use his/her DR or PTM (whichever is applicable) time for purposes of the leave. Any FML not covered by PTM time shall be unpaid unless the nurse's Disability Reserve is applicable to the leave.

Nurses who have completed their probationary period and who are, because of lack of qualifying hours, ineligible for traditional FML, shall be granted a personal leave for any medical condition that would normally qualify under FML guidelines, and the nurse's leave rights shall be for the same time period the nurse would have if the nurse were eligible for

FML. Whether the personal leave is paid or unpaid will be determined by applicable Hospital policies, the terms of the STD plan, and DR (if applicable).

Section 8. Expiration of Leave. Any nurse who has been absent from work for twelve (12) calendar months as a result of leave(s) of absence shall be considered as having exceeded an approved leave of absence in accordance with Article 17 and shall be terminated from employment.

Section 9. Return to Work. A nurse on a FML shall have his/her job held for the duration of the leave up to a maximum of twelve (12) weeks or twenty-six (26) weeks to care for the service member. If a nurse's approved FML extends beyond twelve (12) weeks or twenty-six (26) weeks to care for the service member, but less than a total of twelve (12) months, or if the nurse has been on a personal leave that exceeds thirty (30) calendar days, the nurse shall not be guaranteed the same position, but may bid on any available position for which the nurse is qualified.

A nurse who is released to return to work with restrictions will continue to have his/her FML rights during the approved FML period.

Section 10. Requests for Leave. All requests for educational and military leaves of absences must be submitted in writing to the nurse's Clinical Manager at least thirty (30) days prior to the leave. Requests for personal and/or FML should be submitted in writing at least thirty (30) days prior to the leave when the need for the leave is foreseeable or as soon as practicable for unforeseeable circumstances. The request must state a specific reason for the leave and the expected duration of the leave.

ARTICLE 20

Americans with Disabilities Act

Taking into consideration the mutual obligations of the Hospital and the ONA with regard to the Americans with Disabilities Act and the confidentiality issues which may arise, the Hospital, in consultation with a disabled nurse, shall determine whether a reasonable accommodation for a nurse's disability exists. If such accommodation relates to an exception to a term or condition of the Agreement, prior to implementing the accommodation, the Hospital will notify the ONA and, upon request, discuss the accommodation with the ONA. In the event the ONA does not agree to the Hospital's decision with regard to accommodating a disabled nurse, the ONA may grieve the Hospital decision under Step 2 of the grievance procedure.

The Hospital and the ONA agree that accommodating individuals with disabilities is on a case-by-case basis.

ARTICLE 21

Miscellaneous Benefits

Section 1. Jury Duty Pay. Nurses, regardless of the shift to which they are assigned, who are required to serve jury duty, will be released from their current schedule on those days which they are required to serve. Nurses who serve on jury duty shall be paid the difference between the fee paid for such service and an amount equal to the straight time pay based on the nurse's scheduled hours for each day, not to exceed forty (40) hours in the week upon presentation to the Human Resources Department of the check issued by the court for jury duty service. This provision shall apply only to nurses who have been on the active payroll for three (3) months who give proper notice of such absence on their first scheduled working day after receipt of the notice. Upon written notice of a jury duty requirement, a nurse's work week will be adjusted by mutual agreement so as not to be scheduled twelve (12) hours prior to or within twelve (12) hours after serving jury duty.

Section 2. Funeral Leave. Any full time or part time nurse with three (3) months continuous service who is absent from scheduled work by reasons of the death and funeral of a member of the immediate family herein identified as current spouse, life partner who lives in the household, children, step-children, father, mother, step-parents, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren or guardians provided that they have functioned and been responsible for the nurse in a parental relationship, shall be compensated for time lost by reason of such absence from his/her regularly scheduled straight-time shift hours during his/her workweek, for up to twenty-four (24) hours straight-time pay to be taken over a maximum of three (3) days for each such absence; or in the case of the death of a nurse's brother-in-law or sister-in-law, up to eight (8) hours straight-time pay to attend the funeral or memorial service. Additional time off with PTM pay may be granted as circumstances require if scheduling permits as determined by nursing management. Nurses working a ten (10) or twelve (12) hour shift can use PTM or RAB time to fill in for the full day's pay and/or benefits.

When a nurse is scheduled for PTM and the death of an immediate family member, as previously defined, occurs, the bereavement benefit will be used rather than PTM. A nurse on a leave of absence or scheduled off will not be paid the bereavement benefit. Additional time off may be granted as circumstances require if scheduling permits.

Bereavement must be taken within thirty (30) calendar days of the death, unless otherwise approved by the Hospital.

Section 3. Emergency Treatment. Emergency treatment and facilities shall be available to the nurses for work related injury at no cost to them.

Section 4. Tuition Reimbursement. Under the parameters set forth below the Hospital will reimburse any nurse for payment of tuition for all courses at an accredited college or

university at one hundred percent (100%) of the cost of tuition and lab fees for up to five thousand two hundred and fifty dollars (\$5,250) per calendar year for a full-time nurse and up to two thousand six hundred and twenty-five dollars (\$2,625) per calendar year for a part-time nurse. All other courses must be approved by the Director of Human Resources. If total reimbursement has been used, a request for CNE funds may be used if available for nursing classes.

- A. Nurses are eligible to submit an application for tuition reimbursement after they have completed six (6) months of employment with LMHS. To receive the tuition benefit, Nurses must be meeting job expectations as outlined by the Director/Manager.
- B. Nurses accepting tuition reimbursement must complete and sign the “Tuition Assistance Agreement” (found in Appendix G) and must commit to continued employment with LMHS (in a full or part-time FTE capacity) for the following time period (beginning after each class is reimbursed):
 - 1. Associates degree and non-degree seeking: Twelve (12) months
 - 2. Bachelors degree coursework: Twenty-four (24) months
 - 3. Masters degree and above coursework: Twenty-four (24) months

This section does not apply to Associates who may lose their position due to elimination of their job.

Each individual tuition reimbursement payment to a bargaining unit nurse will be treated as having its own separate time period of work obligation to achieve 100% debt forgiveness.

- C. Nurses enrolled in graduate work, undergraduate work, technical courses, etc. must achieve a course grade point average of 2.5 or above to be eligible for reimbursement. The nurse must provide proof of passing the course.
- D. If the nurse terminates his/her employment, reimbursement shall be pro-rated as follows:
 - 1. If the nurse works zero up to 8 months following the date of the reimbursement the nurse received for the last class, the nurse shall repay 100% of the tuition fees.
 - 2. If the nurse works over 9 months and up to 18 months following the date of the reimbursement the nurse received for the last class, the nurse shall repay 75% of the tuition fees.

3. If the nurse works over 18 months and up to 24 months following the date of the reimbursement the nurse received for the last class, the nurse shall repay 50% of the tuition fees.

E. Bargaining unit nurses, who receive one or more tuition reimbursement payments and (1) successfully complete coursework and obtain a Master's degree, (2) are not offered a position with LMHS or an LMHS contracted provider group after obtaining their Master's degree, and (3) are in good standing with LMHS, will have the option to remain employed with LMHS in a non-bargaining unit PRN nurse position, as outlined in LMHS Policy NR 050 (PRN Associates – Nursing). The nurse must maintain employment in a PRN nurse position until the 24-month requirement is met and meet the PRN hours worked requirements contained in LMHS Policy NR 050 (PRN Associates – Nursing), in order to have 100% of his/her tuition reimbursement repayment obligation forgiven and waived. Provided, however, that if a nurse DOES NOT fulfill the 24-month work requirement or fails to meet the hours worked requirements contained in LMHS Policy NR 050 (PRN Associates – Nursing), he/she will be required to repay all tuition reimbursement money in full. No prorating will be applied to any nurse who remains employed in a non-bargaining unit PRN nurse position.

If the nurse works over 18 months and up to 24 classes following the date of the reimbursement the nurse received for the last class, the nurse shall repay 50% of the tuition fees.

Section 5. Witness Pay. When nurses are called as witnesses to testify in the Hospital's behalf or are subpoenaed to testify as witnesses with respect to matters relating to their employment at the Hospital, they shall be paid at their straight time rate plus certification differential only. Time spent as a witness shall be considered worked hours for purposes of overtime.

Section 6. Mileage Reimbursement. Nurses who are required to use their automobiles on official Hospital business shall be reimbursed at the IRS established per mile rate in accordance with IRS guidelines.

Section 7. Meetings and Seminars. All nurses who have completed six (6) months continuous service from their last date of employment shall be eligible to apply to attend and/or participate in continuing nursing education meetings/seminars and home study courses with Hospital approval in accordance with existing departmental practices. Nurses will be notified of approval in writing within seven (7) calendar days of the receipt of the request.

All nurses will be allowed thirty-two (32) paid CNE hours in each calendar year at the nurse's straight-time rate. Each nurse will be allowed two hundred thirty-five dollars (\$235) per calendar year to be used for actual expenses for CNEs, based upon proof of expenses. Nurses must submit to their Clinical Manager a request to attend the educational event thirty (30)

days in advance of the educational event in order to be approved to be paid for the days. If the nurse submits the request less than 30 days before the educational event and if staffing needs permit, as determined by the Clinical Manager, the Clinical Manager may grant the request. The Clinical Manager reserves the right to deny any request for the days if more than one (1) nurse per shift per area requests at the same time for continuing education days.

The nurse will submit a copy of the CNE certificate noting the nurse's successful completion of the program and the contact hours received along with receipts for actual expenses and reimbursement form to the nurse's Clinical Manager in order to receive the two hundred thirty-five dollar (\$235) CNE money and validate attendance at CNE days. Request for reimbursement must be made within thirty (30) calendar days of completion of the program in order to receive payment for CNE hours and/or CNE money.

CNE "days" shall be based on a regularly scheduled day and shall be compensated at the nurse's straight time rate. Travel time to and from a CNE which exceeds two (2) hours for a "round-trip" shall be considered time spent in education meetings/seminars. CNE days for home study courses must be based on a regularly scheduled day as demonstrated by the home study course materials submitted and approved in advance.

Nurses who choose to use CNE hours for home study and online courses may do so without prior approval provided that the CNE hours do not result in overtime. CNE hours for home study/ online courses can be taken in four (4) increments. Proof of completion of home-study and online courses will be submitted to the Clinical Manager in order to receive CNE hours and or CNE monies. The nurse may choose to use CNE hours in lieu of RAB hours. Provided, however, that the nurse shall not use CNE hours in lieu of UPTM.

CNE days will only be granted for CNEs accredited for re-licensure in Ohio by the State Board of Nursing.

CNE events coordinated/offered by the Hospital at cost to the participant may be preapproved by managers as a pending transfer of funds, negating a payment by the nurse and a reimbursement of funds to the nurse. CNE events offered by the Hospital and attended without cost to the nurse during paid time will be counted towards the thirty-two (32) CNE hours in each calendar year at the nurse's straight time rate.

Section 8. Professional Days. Upon application, and proof of service on and attendance at State or National committees or conventions dealing with nursing issues unrelated to union business, a nurse shall be eligible for professional day reimbursement of up to a maximum of the equivalent of the nurse's regularly scheduled shift (8, 9, 10, 12 etc. hours) at the nurse's straight time hourly rate. The Hospital shall make up to a maximum of seven hundred and twenty (720) hours of professional day reimbursements over the term of this Agreement. Approval for a nurse's request for professional day(s) shall not exceed the nurse's budgeted bi-weekly hours nor shall such request be granted for days other than actual committee meeting or convention days. The Hospital shall utilize PRNs when seeking to accommodate

Professional Day requests provided the replacement is qualified, the arrangement does not result in overtime and the staffing needs are met as determined by the Hospital.

Section 9. Parking. Free surface parking shall be made available to all nurses. Security will be provided in the parking areas. Security will escort any nurse to or from their car upon request.

Section 10. Cafeteria. Nurses will receive a thirty percent (30%) discount on all food/beverages, including but not limited to packaged and prepared food, purchased in the Hospital cafeteria. Provided, however, there will be no discount on anything purchased from any vending machine.

Section 11. Nurses shall be compensated (as hours worked) for a minimum of two (2) hours and shall receive at least ten (10) calendar day notice of any mandatory in-services. If the nurse has scheduled PTM at the time of the mandatory in-service/meetings, the nurse's attendance shall be excused, and the information covered shall be provided to the nurse on his/her return to work.

Section 12. The Hospital will provide approved continuing education units at the Hospital each year. Hours spent by nurses assisting in the preparation or organization for such units shall be paid as approved by a member of management.

Section 13. Nurses shall receive a discount on Hospital sponsored CNE events.

Section 14. The Hospital and ONA agree that personal appearance is regarded as an important aspect of an employee's overall effectiveness and the patient experience.

Nurses will be required to wear a standardized uniform as follows:

Solid white or solid navy blue tops and solid navy blue bottoms.

Nurses who are required to wear the standardized uniform will be paid an annual uniform allowance of sixty-five dollars (\$65). Payments of such an allowance will be paid in one (1) installment of sixty-five (\$65), payable in the first pay period of May of each year. This uniform allowance will not be paid to nurses working in departments that issue uniforms on a daily basis such as Endo, OR, OB, and Cath Lab/Specials/IR.

ARTICLE 22

Alteration of Agreement and Waiver

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

ARTICLE 23

Retirement Plan and Amendment

Section 1. The Hospital shall, on behalf of eligible nurses, make a three percent (3%) contribution based on nurse's gross pay per pay period, to the 401K Plan throughout the life of this Agreement. The eligibility requirements and benefits provided under the 401K Plan will be available upon request. The Hospital reserves the right to implement changes to the plan as required by law.

Section 2. Tax Sheltered Annuity. The opportunity to participate in a tax-sheltered annuity plan is available to each nurse. If during the life of this Agreement, the Hospital implements a matching contribution to the tax-sheltered annuity, nurses shall be provided with the matching contribution.

Section 3. The Hospital will provide nurses with the opportunity to borrow from the 401(k) in accordance with the law and the terms of the Plan Document.

ARTICLE 24

Nursing Practice/Recruitment/Retention Committee

Section 1. A Nursing Practice/Recruitment/Retention (NPRR)/Labor Management committee shall be established consisting of the Vice President/CNO, and representatives chosen by the Hospital up to six (6) nurses covered by this Agreement chosen by the LMPNA.

The nature, purpose, and function of this committee shall be solely and exclusively to receive and/or consider suggestions with respect to nursing practice; to review nursing policies and practice problems; to assess, plan, and recommend techniques to improve nursing care delivery, which may include discussions related to staffing principles; and to make recommendations regarding nurse recruitment and retention, including recommendations as to benefits.

This committee shall have access to review any and all "assignment despite objection" forms filed by a nurse.

Section 2. The committee shall not concern itself directly or indirectly with any matter subject to grievance procedure or negotiations for contract.

Section 3. Any majority recommendations of the committee together with dissenting views, if any, will be forwarded for review and final decision to the C.E.O. of the Hospital.

Section 4. A minimum of ten (10) meetings per year will be held provided an agenda has been issued two (2) working days prior to the meeting.

Section 5. Each nurse shall be compensated (as hours worked) for a minimum of one (1) hour.

Section 6. LMPNA may send NPPR meeting minutes to bargaining unit employees via Hospital email.

ARTICLE 25

Subcontracting

Section 1. The Hospital may subcontract or procure others to render services of direct patient care providing the Hospital has:

- A. offered additional or overtime hours that would cover the vacancy in staff to bargaining unit nurses qualified by expertise and prior orientation to the unit; and
- B. such subcontracting or procurement of others does not result in the layoff or replacement of any nurses; and
- C. an emergency exists that cannot be solved with the closure of Hospital beds.

Section 2. In the event bargaining unit nurses are not qualified, lack the expertise, and/or unavailable, the Hospital may hire consultant(s) or expert(s) for a reasonable period of time, not to exceed that set forth in the Recognition provision, for the purpose of educating the nursing staff.

Section 3. LMHS agrees that any implementation of a "Virtual Nursing Program" will be subject to decision bargaining and effects bargaining upon ONA's request.

Section 4. The number of travelers will be reported to LMPNA officers monthly at NPPR.

ARTICLE 26

RAB Procedure

Section 1. When a Requested Absence ("RAB") day is determined by the Hospital to be necessary in order to reduce staff on a one-shift or partial shift basis, the Hospital shall reduce staffing in the following order.

A. Nurses working overtime or scheduled to work overtime unless the expertise of the nurse is required, except as provided for in Article 11 Section 13.

B. Voluntary RAB

1. For inpatient units in the critical care, non-critical care blocks, ED, and OB all nurses who are interested in Rabbing on their assigned unit shall sign up on the “unit RAB request list” no more than twenty-four (24) hours before the designated shift for which he/she wants the RAB. The nurse must indicate the date and time that the request was made on the unit RAB request list.
2. For OP/Procedural units that operate Monday-Friday, requests may be made as early as 7am the day prior to the designated date for which the nurse wants to RAB. RABs may be granted, considering expertise of nurses and additions or deletions of procedures. All other provisions of Article 26 will apply to procedural based/outpatient units.
3. Voluntary RABs will be assigned on a first request basis. Once RAB is requested, the requesting nurse cannot change his/her mind and refuse the RAB unless the requesting nurse enters his/her rejection of the RAB on the computerized scheduling software no less than six (6) hours before the start of the shift in question. Nurses who are not granted the RAB because of priority of request, may trade with the nurse who was granted the RAB. The nurse who takes the RAB will receive credit for the RAB for benefit purposes. If a trade is made, the nurse who agreed to the trade must notify the Administrator on Site of the trade. If a voluntary RAB is taken, this will be counted as a RAB on the RAB-taken list. In the event two nurses have a RAB in at the same time, the nurse with the higher seniority will be granted the RAB.
4. The Hospital shall determine the need for RAB and “RAB on call”, either for the entire shift or for a partial shift. The RABBING of nurses for partial shifts is limited to the beginning or end of a nurse’s shift. When a nurse has been informed by the Hospital that he/she is receiving a RAB, the Hospital will have the option to RAB the nurse for the entire shift, partial shift or place the nurse on “RAB/on-call” according to the nurse’s regular scheduled shift and according to the Hospital’s needs. The nurse has the ability to voluntarily accept or decline the request for “RAB/on-call”. If the nurse declines the “RAB/on-call”, he/she may be requested to work the designated hours and the opportunity for “RAB/on-call” status would be offered to someone else. If the nurse is “RAB on call” for the entire shift the Hospital shall notify the nurse when “RAB/on-call” is no longer needed during the shift and the

remainder of the shift will be noted as RAB so the nurse is no longer obligated to remain available.

- C. PRNs, reduced housewide, unless expertise is required;
- D. Temporary nurses reduced housewide, unless expertise is required;
- E. Travelers reduced housewide unless expertise is required.
- F. Nurses who, in the applicable payroll period, are scheduled or worked at least one (1) shift over the budgeted hours on the affected unit, unless expertise is required. An over budgeted hours nurse or nurse receiving an incentive pay differential shall not be credited with a RAB credit when he/she is reduced as a result of being over budget.

G. Mandatory RAB

If no voluntary RAB is accepted, the mandatory RAB will be assigned according to the unit's rotation RAB-taken list. Each unit will keep a written/paper RAB-taken list. The Charge Nurse (or designee) will decide according to his/her unit's list who should be assigned the mandatory RAB for that shift. The nurse with the least number of RABs will be assigned the mandatory RAB on the affected unit. If two (2) nurses have the same number of RABs the mandatory RAB will be assigned to the nurse with the least seniority, considering expertise as described in Section 2 of Article 26. The mandatory Rabbed nurse will check the unit RAB lists the first shift he/she works after being Rabbed to make sure he/she was given credit for the RAB.

If Nurse A was assigned to a mandatory RAB out of turn, and it was Nurse B's turn, Nurse A gets credit for the RAB. Nurse A will be offered an extra shift if available. If a mandatory RAB taken by Nurse A was not written on unit RAB, and another mandatory RAB was assigned to Nurse A, Nurse A will be given credit for both mandatory RABs. Nurse A will be offered an extra shift if available.

A nurse may be skipped if he/she cannot be reached but will remain next on the list for mandatory RAB assignment.

Any nurse assigned a mandatory RAB shall be RABBED only for the latter portion of the shift or for the entire shift and shall not be mandated RAB on call. The nurse may volunteer to be RAB on call for a partial or entire shift.

In lieu of a mandatory RAB, the nurse shall have the option to be pulled to another unit to grant a voluntary RAB on that unit, so long as expertise is followed.

Section 2. RABs will continue to be determined on a unit-by-unit basis. The Clinical Manager or Administrator on Site is responsible for determining the qualifications needed to maintain safe, quality patient care. The Clinical Manager or Administrator on Site can, if necessary, skip the nurse next on the rotation list for a RAB day if they determine that the nursing area involved needs that particular nurse's qualifications for that particular shift. If the nurse is skipped for the aforesaid reason, he/she will remain next on the list for a RAB day assignment.

Section 3. The Hospital will notify a nurse at least one hour before the shift is to begin on which the nurse is to be assigned a required absent day. If the nurse reports to duty and is assigned the complete shift off as a RAB day, the nurse will be paid two (2) hours of pay. If the nurse is assigned RAB hours after two (2) hours are worked, however, the nurse will not be paid for hours other than those already worked. A nurse required to take one (1) or more hours of RAB time from an outpatient/procedural based unit will be credited with a RAB credit, less than one (1) hour will not be considered a RAB credit. A nurse required to take four (4) or more hours of RAB time from an inpatient unit will be credited with a RAB credit, less than four (4) hours will not be considered a RAB credit.

Section 4. A nurse who is assigned a RAB day may use PTM time that he/she has accrued instead of taking the RAB day as unpaid.

Section 5. Upon the effective date of this agreement, the RAB list will be started at zero, will restart every November 1 for each year of this Agreement, and the rotation will be continual thereafter. Nurses who are new hires, nurses who take a temporary assignment in a different unit, nurses who return from an FMLA or extended leave, or who transfers into a unit shall be assigned the same number of RABs as the nurse with the least number of RABs on the rotation list. When a nurse transfers to a different unit, he/she will carryover the RABs he/she had in the prior unit.

Section 6. The sole remedies for an inappropriate RAB assignment shall be credit for the RAB and the opportunity to work an extra shift if the nurse so requests.

Section 7. Requested absence (RAB) hours will be counted for total hours worked for seniority, PTM, DR accrual and all other benefits. RAB hours will be unpaid hours, unless the nurse elects to use PTM time he/she has accrued as provided in Article 26, Section 4.

ARTICLE 27

Substance/Alcohol Abuse

Section 1. It is the commitment of Lima Memorial Hospital and ONA/LMPNA to provide a drug/alcohol free environment for the protection and safety of patients, guests, nurses, and associates. For this reason, working under the influence of illegal mood-altering substances or alcohol will not be permitted.

Section 2. Policy. Lima Memorial Hospital specifically prohibits the following and will discipline a nurse, up to and including termination of employment for any of the following:

- A. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs or drug paraphernalia or unauthorized controlled substances or alcohol on Hospital premises.
- B. Reporting to work, working or attempting to work under the influence of an unauthorized controlled substance, illegal drug or alcohol or being under the influence of such drugs or alcohol on Hospital premises or Hospital business or in Hospital supplied vehicles.

Section 3. Drug/Alcohol Testing. With just cause, a nurse may be requested to take a drug/alcohol test. Such test will be conducted on a confidential basis in accordance with Hospital procedures and chain of custody safeguards established by the Hospital. If a nurse tests positive, a confirmatory test will be submitted to an outside laboratory.

Just cause for testing shall be determined on the basis of the circumstances presented, including, but not limited to the following factors:

Slurred speech, unsteady gait, slow or abnormal responses, erratic or aberrant behavior which is not accounted for otherwise.

Complaints from patient(s), visitor(s), co-workers, or supervisors that an individual appears to be working under the influence of a controlled substance/alcohol or is not performing or functioning at the nurse's prior demonstrated capacity which are not explained otherwise.

Nurses whose test results are negative shall be reinstated with back pay if the nurse was suspended pending investigation and lost work time because of the suspension. If a nurse tests positive on initial laboratory test, but the final test result is determined to be negative because the nurse was taking prescribed medication, the nurse shall be reinstated with back pay.

If a nurse tests positive as a result of a prescribed drug, the Hospital will determine, in conjunction with the nurse's physician, whether the nurse is capable of performing the essential functions of his/her position while under medication.

If a nurse tests positive other than as a result of prescribed medication, the nurse will be recommended to seek assistance, including a formal rehabilitation program. If the nurse refuses treatment, then discipline shall be issued based on the conduct leading to the test. If a nurse undergoes treatment and fails to complete or continue treatment, he/she shall be subject to termination.

If another substance, not listed in the qualifying chemical test, is suspected that substance can be tested for. Example, a Fentanyl diversion would warrant testing for that substance.

A nurse who voluntarily identifies himself/herself or is identified as having a substance/alcohol abuse problem will be assisted into a treatment program with no adverse impact on employment status. After the completion of the treatment program, a nurse will be subject to all the terms and conditions of employment applicable to other nurses. Such nurse will be subject to unannounced testing for a minimum of two (2) years following a return to work from a treatment program. A nurse will be terminated if a future drug/alcohol screen is positive.

A nurse entering a treatment program either as a result of a positive test result or self-identification, shall be required to enter into an agreement with the Hospital with regard to the terms and conditions of that program and him/her return to work.

Section 4. Work Related Post Accident Drug and Alcohol Testing

All testing under this Article will be performed with concern for each nurse's personal privacy, dignity, and confidentiality. Each nurse will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. No testing will be conducted without the nurse's consent. The nurse shall be required to sign a consent form. Refusal to sign the consent form will be treated like a Verified Positive Test Result. Nurse testing records shall not be maintained in personnel files. All actions taken under this Article will be confidential.

Drug and alcohol testing of nurse(s) will be required promptly after any "accident" occurs. For purposes of this Article, "accident" means any circumstances where the nurse to be tested is responsible for causing, or contributed to causing, any one or more of the following:

- A fatality to an LMHS employee;
- Injury to an LMHS employee requiring medical treatment beyond routine first aid (any OSHA-reportable injury); or
- Vehicular property damage in excess of \$1,000.

For the purpose of this Article, laboratories certified by the United States Department of Health and Human Services or laboratories that meet or exceed the standards of that department for laboratory certification shall be used for all chemical testing under this Article.

A. Work Related Post Accident Drug Testing

All urine samples will be split specimens, so that any requested retests can be done using the original sample.

Preliminary testing of urine samples will be performed by LMHS laboratories using a quick test. If the quick test results are negative, no further testing will be administered. If, however,

the quick test results are positive, the urine sample (or a split portion thereof) will be tested by a certified independent laboratory, including verification with a confirmatory Gas Chromatography/Mass Spectrometry (“GC/MS”) test.

The MRO will receive the confirmatory GC/MS Positive Test Results and convey the fact of a Verified Positive Test Result to the Chief Nursing Officer, the Human Resources Director and to the nurse tested. Nurses shall receive a copy of their drug testing results at the time the CNO is notified of the results.

Nurses may, within twenty-four (24) hours after being advised of the test results, request a retest of the original split-specimen sample by a different, independent certified testing laboratory, at the Hospital's expense. If the retest is negative, a third test of the original split specimen shall be completed by a third laboratory to confirm or deny the previous test results. A toxicologist and MRO will review all data for a final determination.

If the confirmatory GC/MS Test, or the second and third retests of the original specimen, are negative, the Hospital will pay the nurse for any lost time that may have occurred and will reimburse the nurse for the cost of all negative retests administered at the nurse's expense.

A "Verified Positive Test Result" means that the nurse, through a qualifying chemical test administered with-in thirty-two (32) hours after an "accident," as defined above is determined to have one of the following controlled substances, not prescribed by a physician, in the employee's system that tests above the following levels by a confirmatory GC/MS test:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150ng/mL	Benzoylecgonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	24 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³			

AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶			
	500 ng/mL	MDMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

²Morphine is the target analyte for codeine/morphine testing.

³Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL

⁶Methylenedioxymethamphetamine (MDMA). ⁷Methylenedioxymethamphetamine (MDA)

⁸Methylenedioxymethamphetamine (MDEA).

Source: DOT Rule 49 CFR Part 40 Section 40.87

B. Work Related Post Accident Alcohol Testing

A handheld Breathalyzer unit (or equivalent device), similar to those used by law enforcement for field sobriety tests, will be used for the initial alcohol screen and for the Confirmatory Test. Any initial screens at or in excess of 0.02% blood alcohol content will be subjected to a Confirmatory Test performed using a Breathalyzer (or equivalent device) after a waiting period of at least fifteen (15) minutes, but not more than thirty (30) minutes. Any Confirmatory Tests in excess of 0.04% blood alcohol content will be considered a Positive Test Result for alcohol.

If the Confirmatory Test is negative, the Hospital will pay the nurse for any lost time that may have occurred.

C. Consequences of a Verified Positive Post Accident Test Result

If a nurse tests positive as a result of a prescribed drug, the Hospital will consult with nurse's physician who will make the determination whether the nurse is capable of performing the essential functions of his/her position while under medication.

If a nurse tests positive other than as a result of prescribed medication, the nurse will be recommended to seek assistance, including a formal rehabilitation program. If the nurse refuses treatment, then discipline shall be issued based on the conduct leading to the test. If a nurse undergoes treatment and fails to complete or continue treatment, he/she shall be subject to termination.

A nurse who voluntarily identifies himself/herself or is identified as having a substance/alcohol abuse problem will be assisted into a treatment program with no adverse impact on employment status. After the completion of the treatment program, a nurse will be subject to all the terms and conditions of employment applicable to other nurses. Such nurse will be subject to unannounced testing for a minimum of two (2) years following a return to work from a treatment program. A nurse will be terminated if a future drug/alcohol screen is positive.

A nurse entering a treatment program either as a result of a positive test result or self-identification, shall be required to enter into an agreement with the Hospital with regard to the terms and conditions of that program and him/her return to work.

ARTICLE 28

Health & Safety

Section 1. LMPNA shall have representation on the LMHS's Safety Committees of up to six (6) bargaining unit members, with one (1) of those six (6) bargaining unit members on the LMHS's Safety Council. LMPNA members of the Committee shall have full rights and privileges as any other member of the Committees, including the ability to add items to agendas, provide input, and chair meetings. Clinical Managers will attempt to ensure that there is adequate staffing so those LMPNA members of the Safety Committee will be able to attend all meetings. A bargaining unit member who within the calendar year misses three (3) meetings of the committee to which the nurse is assigned shall be replaced by the LMPNA. Each assigned nurse shall receive work time pay for these meetings.

It is agreed that the work of the Committee is to improve the occupational and environmental safety and health of LMHS Associates. The Committee shall therefore identify problems and patterns of injuries and illness, set goals for correcting or remediating these problems, and mutually agree on reasonable deadlines.

Members of the Safety Committee shall have access to and copies of all relevant and legally

permissible data and information related to monitoring occupational safety and health problems within the facility.

This provision in no way limits ONA/LMPNA's right to address matters in the grievance process.

Section 2. No nurse shall be discriminated against in any way or discharged or disciplined for reporting activities relating to health and safety. All employees shall have the right and shall actively be encouraged to report symptoms, injuries, illnesses and/or unsafe or unhealthy working conditions to a Clinical Manager, Administrator on Site or LMHS Human Resources and/or regulatory agency without reprisal.

Section 3. Nurses will be given an opportunity to give input where incidents or events occur. LMHS will involve front-line nurses in the evaluation and improvement processes regarding safety conditions and/or safety-related issues.

Section 4. LMHS will provide annual training competencies. Hands-on training will be provided for those mandatory and unit-specific education where there are high risk and low volume indicators.

Section 5. Surveillance security technology (e.g., security cameras) may be utilized only in the following areas: parking lots, public hallways, entry/exit doors, elevators and waiting rooms. Security cameras will not be used to view or record medical procedures, rest rooms, break areas, or computer screens.

The Hospital shall notify ONA in writing at least thirty (30) days prior to the installation of new surveillance security technology.

Information derived from surveillance security technology shall not be used in any way to document, substantiate or support disciplinary action against any bargaining unit nurse except in the situation where there is an allegation of flagrant misconduct, civil or criminal prosecution. ONA will be informed of each occurrence and the purpose. Video surveillance and security technology will not be used as any part of the evaluation process.

Before LMHS implements any technology or any virtual nurse/AI technology that video records nurses while on duty, LMHS will notify ONA and engage in effects bargaining prior to implementation.

ARTICLE 29

Staffing Committee

Section 1. LMPNA/ONA and the Hospital recognize that changes in the health care delivery system are occurring and recognize that the common goal of providing quality patient care is of the utmost priority. The parties recognize and share in a commitment to appropriate

staffing levels. The parties also recognize that the nurses should have meaningful input in decisions affecting the delivery of patient care. The Staffing Committee will meet to design and review plans for recommendation to the hospital. This committee shall meet monthly and hold a minimum of ten (10) meetings per calendar year. The mission of the committee is to collaborate and cooperate on matters of mutual interest and concerns of staffing. This will be achieved by investigating, examining, exploring, and considering solutions.

The parties also agree that appropriate nurse staffing levels require flexibility and must take into consideration multiple variables, including the various education and experience levels of the staff, the number of staff in orientation, the number of temporary staff on the unit, the acuity of patients, the particular shift, the availability of hospital resources, the technology on the unit, and patient turnover (such as the number of admissions, discharges, observation, observation to inpatient and transfers). In any approach used to determine staffing, consideration must be given to the elements affecting care at the individual setting level.

Section 2. The Staffing Committee will be comprised of two co-chairs, The Vice President/CNO or designee and one member of LMPNA/ONA, as selected by LMPNA/ONA. The Hospital will determine fifty percent (50%) of the membership of the committee and LMPNA/ONA will determine the remaining fifty (50%) of the committee.

Section 3. The committee will work towards recommendations for staffing for registered nurses consistent with Hospital efforts to improve efficiency in the delivery of safe patient care, that considers among other factors patient acuity, evidence-based nurse staffing standards, cost effectiveness, accreditation organizations, government agencies, and nursing specialty organizations.

The committee shall annually review all inpatient units and all units required by any Federal or State law or regulation. In addition, the committee shall annually review the following Cardiac Cath Lab/Specials, SOPU, Endoscopy, PCU, OB, Home Health, Renal, ER and PACU/Surgical Services, Med Onc/Infusion services. Should any of the above listed units be closed, merged, or consolidated, or a new unit be created LMPNA/ONA and LMHS shall meet to determine the effect this change has on the annual review of the affected units by the staffing committee (for example whether the review shall continue, end, be merged with review of another unit or changed in any way).

Section 4. Effective staffing is a matter of mutual interest and is an important consideration related to quality patient care and staff satisfaction. Information presented shall be mutually agreed upon by LMPNA/ONA and LMHS. The Hospital will ensure the collection of all data and necessary reporting for this endeavor.

Section 5. Meeting minutes will be reviewed and discussed as a standing agenda item at NPPR.

Section 6. The Hospital shall post for the bargaining unit the date, time, and units to be reviewed of all staffing committee meetings at least thirty (30) days before the meeting is to take place.

Section 7. Hospital and the ONA/LMPNA agree that having appropriate staffing is essential to providing quality and safe patient care. The parties further agree that registered nurses should have a voice in determining staffing on each unit of the Hospital where they work. Finally, the parties agree that they should work collaboratively to achieve the objectives stated in this section.

- A. The Hospital and the ONA/LMPNA shall establish a Nurse Staffing and Productivity Sub-Committee to meet the mutually agreed upon goals stated in Article 29 - Staffing Committee. The goal of the Committee is to collaboratively develop, monitor, and improve staffing guidelines for each nursing unit where Nurses work, using the current staffing guidelines as a starting point.
- B. The Committee shall consist of not more than ten (10) members - five (5) members designated by ONA/LMPNA, and five (5) members designated by the Hospital. In the event staffing guidelines for a particular unit are to be discussed, the manager and at least one bargaining unit nurse (selected by ONA) from that unit shall also attend.
- C. The Committee shall discuss staffing objectives and the number of nurses and patient care technicians/secretaries utilized on each nursing unit in a collaborative manner. The parties agree that the staffing guideline is a goal for staffing and is not to be construed or applied in a non-flexible manner. The parties agree that the number of nurses assigned to a unit may also vary depending on time of day, patient acuity on the unit, experience and qualifications of nurses assigned to the unit, and other factors.
- D. Where a pattern develops on a particular unit where staffing is inconsistent with the guideline goals for such unit, the parties will agree upon a recommendation to the Department of Nursing for staffing solution to address such pattern.
- E. The sub-committee will review a summary report of ADOs (Assignment Despite Objection) that contain an identifiable trend, pattern, or practice. The sub-committee will review the report as part of its goal of monitoring and improving the staffing guidelines.

Section 8. The proper allocation of nursing and non-nursing activities enables nurses to focus on the patient. The Hospital and LMPNA share the underlying philosophy that nurses should devote their work time to delivering optimum patient care and top of licensure practice. Nurses will not be expected to regularly perform non-nursing duties that are the

primary responsibility of other non-nursing associates. It is recognized, however, that certain patient care situations may occur where it may be necessary and reasonable for nurses to perform duties which are ordinarily the primary responsibility of other non-nursing associates.

ARTICLE 30

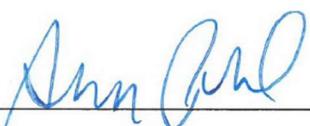
Duration

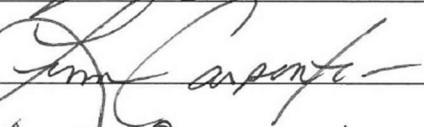
This Agreement, dated November 1, 2023, shall continue in full force and effect without change until midnight November 1, 2026. If either party desires to amend or terminate this Agreement, it shall, at least sixty (60) days prior to midnight November 1, 2026, give written notice of the termination or 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 1, 2026, subject to termination or amendment by either party of at least sixty (60) days written notice prior to midnight November 1 of any subsequent year.

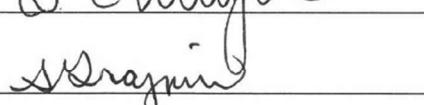
IN WITNESS WHEREOF, the parties have affixed their signatures hereto on this _____ day of _____, 2023.

FOR LIMA MEMORIAL HEALTH
SYSTEM

By:

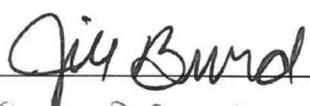




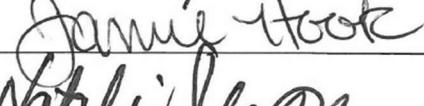
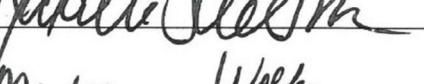
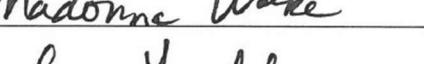




FOR OHIO NURSES ASSOCIATION

By:







APPENDIX A

HEALTH INSURANCE PREMIUMS

HMO		
Biweekly Premiums	Current	
Associate Only	\$ 104.66	
Assoc + Child	\$ 214.29	
Assoc + Spouse	\$ 251.80	
Assoc + Family	\$ 279.84	
In-Network Tier 1 80/20	Deductible	OOP Max
Associate Only	\$1000	\$3500
Assoc + 1 or more	\$2000	\$7500
In-Network Tier 2 60/40		
Associate Only	\$1250	\$5000
Assoc + 1 or more	\$2500	\$9500
Out of Network		
Associate Only	\$ No limit	\$ No limit
Associate + or more	\$ No limit	\$ No limit
Co-Pay		
Primary Care	\$ 20	
Specialist	\$ 35	
ED	\$ 350	
PPO		
Biweekly Premiums	Current	
Associate Only	\$ 87.15	
Assoc + Child	\$ 178.20	
Assoc + Spouse	\$ 209.37	
Assoc + Family	\$ 232.55	
In-Network Tier 1 80/20	Deductible	OOP Max
Associate Only	\$ 3000	\$5500
Assoc + 1 or more	\$ 6000	\$11500
In-Network Tier 2 60/40		
Associate Only	\$ 4250	\$6500
Assoc + 1 or more	\$ 8500	\$12500
Out of Network 50/50		
Associate Only	\$ 7750	\$ No limit
Assoc + 1 or more	\$ 15500	\$ No limit
Co-Pay		

Primary Care	\$ 30		
Specialist	\$ 55		
ED	\$ 350		
HDHP/HSA			
Biweekly Premiums	Current		
Associate Only	\$ 62.40		
Assoc + Child	\$ 106.00		
Assoc + Spouse	\$ 141.60		
Assoc + Family	\$ 203.46		
In-Network Tier 1 80/20	Deductible	OOP Max	
Associate Only	\$ 2800	\$4000	
Assoc + 1 or more	\$ 5600	\$8500	
In-Network Tier 2 60/40			
Associate Only	\$ 3900	\$5000	
Assoc + 1 or more	\$ 7800	\$ 9500	
Out of Network 50/50			
Associate Only	\$ 5100	\$7500	
Assoc + 1 or more	\$ 9200	\$14500	
Co-Insurance	Tier 1	Tier 2	Tier 3
Primary Care	\$ 20% after deductible	40% after deductible	50% after deductible
Specialist	\$ 20% after deductible	40% after deductible	50% after deductible

APPENDIX B

WAGE SCHEDULES

Step	Year 1 Nov 1 2023	Year 2 Nov 1 2024	Year 3 Nov 1 2025
1	32.65	33.47	34.47
2	33.22	34.05	35.07
3	33.80	34.65	35.69
4	34.39	35.34	36.31
5	35.00	35.96	36.95
6	35.61	36.59	37.60
7	36.40	37.14	38.16
8	37.14	37.86	38.75
9	37.86	38.91	39.69
10	39.00	39.77	40.75
11	40.00	41.58	42.43
12	42.20	43.15	44.25

- All nurses move one step each year on their anniversary of hire date.

APPENDIX C

LIMA MEMORIAL HOSPITAL AND THE ONA/LMPNA AGREEMENT FOR HIRING/PROMOTION CRITERIA

The LMH/ONA/LMPNA agrees upon the following criteria for use by the units in determining the qualifications for hiring and/or promotion:

- Licensing
- Education
- Experience
- Physical Capabilities/Requirements/Limitations
- Attendance – including discipline for attendance
- Disciplinary Record
- Recommendations of peers
- Recommendations of current supervisors/managers
- Demonstrated technical expertise
- Advanced training
 - Telemetry
 - Critical Care
- Staffing requirements
 - Expertise required immediately
 - Staffing adequate to provide for training
- Communication skills
- Interpersonal skills
- Credentials and Certifications
- Bargaining Unit Seniority

This list of criteria is not meant to be all inclusive, but to serve as a guideline.

APPENDIX D

Code for Nurses

For Information Only.

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, personal 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.

APPENDIX E
CRITERIA FOR RN EXPERIENCE

1.	Lima Memorial Hospital RN experience	100%
2.	Any Hospital or Clinic RN experience if clinic setting affiliated with a hospital	100%
3.	All RN experience earned in nursing faculty, staff development and administrative positions if associated with an acute care facility	100%
4.	All RN experience directly related to the position being offered	100%
5.	Licensed LPN, Licensed Allied Health Professional (Paramedic, Respiratory Therapist, Physical/Occupational Therapist, Pharmacist), Radiologic Technologist, Surgical Technologist.	75%
6.	All other RN nursing experience shall be evaluated on a case-by-case basis	

Licensed LPN, Licensed Allied Health Professional (Paramedic, Respiratory Therapist, Physical/Occupational Therapist, Pharmacist), Radiologic Technologist, Surgical Technologist will receive up to a maximum of five (5) years credit.

Any RN wanting to obtain credit for LPN experience must notify HR by December 1, 2023. Any nurse who fails to notify HR by December 1, 2023, shall have no right to obtain credit for LPN experience. The added LPN credit for experience will take effect the first full pay period in January 2024 and shall not apply retroactively.

APPENDIX F

PULLING GUIDELINES

These guidelines are intended to be used in conjunction with present policies and agreements between the Hospital and ONA. These guidelines are not grievable or subject to arbitration but are reportable to NPPR.

The following guidelines are recommended when applicable to minimize the difficulties that result from a pulling of registered nurses from their assigned units.

Both the Hospital and LMPNA/ONA are committed to minimizing the use of agency, supplemental, or traveling nurses and retaining our nurses through adequate staffing and successful provision of quality care.

1. A unit-based rotation list based on reverse seniority/least number of pulls will be used to determine which individual RN is required to be pulled when there are no volunteers.
2. Once an RN has been pulled for a period of 4 hours or more, the RN's name will go to the bottom of the rotational list regardless of whether the RN volunteered for the pull.
3. If pulling is required, the Hospital will first solicit volunteers determined to be qualified by management. If the number of volunteers exceeds the number required to pull, the most senior qualified RN will be selected.
4. If there are no volunteers, the Hospital will select the RN who is at the top of the unit-based rotation list for the assignment.
5. Any nurses pulled within their block will take a full assignment except for specific patients outside the pulled nurse's skill level. Example: chemotherapy, open heart, pediatric, etc.
6. Any nurse pulled out of block will have the option to take a full patient assignment, limited patient assignment, or function in a support role and perform the following, but not limited to, duties.
 - a. Nursing assessments, admission assessments including medical history, skin assessments, pre- and post-procedure preparation and recovery, discharge education, medication administration, IV administration, IV start, wound dressings, patient hourly rounds, patient ADL's and personal hygiene, obtain and monitor vital signs,

administer blood products, ensure breaks for other team members, transport, transfer and lift assistance, patient sitter/companion, glucometer checks, available for narcotic waste documentation needs, foley catheter (insertion/removal/foley care), respiratory (apply oxygen, perform incentive spirometry and apply pulse oximetry), collection and processing of ordered specimens, application of compression stockings/anti-embolism stockings/SCDs, obtaining warming/cooling devices to serve patient comfort, check for departmental supply outdates, complete daily crash cart/blanket warmer/fluid warmer checks, etc.

7. An overview of unit routines and needed equipment will be available on each unit.
8. A pulled RN will be given a brief tour of the unit and will be introduced to the staff by the charge nurse, manager, or a designee.
9. The charge nurse, manager or a designee will identify the resource nurse to the pulled nurse.
10. Pulled staff will receive their patient assignments prior to receiving report.
11. Patient assignments and admissions are to be assigned on a fair and equitable basis.
12. When a unit has 100% RN call offs, the Administrator on Site will contact the unit manager/director or acting on-call manager to provide RN coverage on said unit.
13. An evaluation form will be available on the Intranet for pulled RNs to complete. The completed form will be given to the unit manager of the pulling unit for evaluation and follow up as needed. The managers will forward all “pull” evaluation forms to the Administrative Assistant to the Vice President/CNO to be sent to NPPR for review and trending.
14. Travelers and PRN staff are to be pulled out of unit prior to bargaining unit RNs unless expertise is needed.
15. Nurses with 25 years or more of LMHS experience shall have the option to not be pulled out of block.

APPENDIX G

Tuition Reimbursement

Qualifications:

1. All regular full-time and regular part-time Associates that have completed six months (6) of employment are eligible.
2. Courses and degree work must be taken through an accredited university, college, or professional school and be a) related to the health care field or b) related to enhancing knowledge in your current position.
3. Requires a 2.5 GPA or above for reimbursement for graduate work, undergraduate work, technical, etc.

Upon successful completion of coursework, Lima Memorial Health System will reimburse the Associate-student at 100% for tuition and lab fees according to policy according to Article 21. Grades must be submitted to Human Resources no later than thirty (30) days after the class has ended.

Tuition Assistance Agreement

THIS AGREEMENT made and concluded at Lima, Ohio this _____ day of _____, 20____; by and between LIMA MEMORIAL HEALTH SYSTEM of Lima, Ohio, hereinafter called the "HOSPITAL" and _____, hereinafter called the "ASSOCIATE."

The associate agrees to work at LMHS in a full-time or part-time FTE capacity for the following period (beginning after last class is reimbursed).

- a. Associate degree and non-degree seeking: 12 months
- b. Bachelors degree coursework: 24 months
- c. Masters degree and above coursework: 24 months

If for unforeseen reasons, the Associate does not fulfill the agreement and does not make any attempt to contact Human Resources regarding repayment, Human Resources will send a letter to the Associate advising him/her of the requirement for repayment.

If the Associate does not make restitution once the letter has been sent and thirty (30) days have expired, the Hospital will take legal action to collect the debt owed.

The Hospital may immediately offset from the balance of the final paycheck(s) and all accrued PTM payout.

Signature of Associate

Signature of Hospital Representative

APPENDIX H

DEPARTMENT BLOCK ASSIGNMENTS

For the purposes of this agreement, the departments will be assigned to the following blocks:

OP/PROCEDURAL	CRITICAL CARE	NON-CRITICAL CARE
PCU OB FBC CTC ENDOSCOPY SURGERY SOPU PAT PACU ANESTHESIA HOME HEALTH CATH LAB INTERVENTIONAL RADIOLOGY ONCOLOGY HEMODIALYSIS ED LMP	HVU ICU	2 SOUTH 3 SOUTH REHAB 5 SOUTH 3 NORTH

RETURN TO WORK AGREEMENT

**FOR
(NAME)**

Lima Memorial Health System (LMH) and (NAME) have entered into this Return to Work Agreement (Agreement) on the date written below in order to return (NAME) to work on the condition that he/she acknowledge the events preceding this Agreement and abide by all of the terms and conditions of this Agreement.

1. (NAME) acknowledges that on (DATE) he/she reported back to work under the influence of alcohol in violation of LMH rules of conduct and this could have resulted in his/her immediate termination from employment. He/She further acknowledges that, in lieu of termination, LMH offered him/her this Return to Work Agreement.

2. (NAME) acknowledges and agrees that the following terms comport with Article 27 of the Collective Bargaining Agreement:

3. (NAME) acknowledges that throughout this process, beginning with the investigation and up to and including the date hereof, he/she has been advised that he/she has the right to have representation by LMPNA/ONA.

() I voluntarily decline such representation.

() I request such representation.

Therefore, intending to be bound, (NAME), by his/her signature, enters into this Agreement with LMHS on the date written below.

(NAME)

(VP and TITLE)

Date: _____

Date: _____

LMPNA Representative