

# A G R E E M E N T

*Between*

**Mary Rutan Hospital**

and the

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

December 9, 2024

to

December 8, 2028

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## **ARTICLE 1** **Recognition**

**Section 1.** Pursuant to the Certification of Representative issued by the National Labor Relations Board on May 23, 1979, Mary Rutan Hospital of Logan County recognizes the Ohio Nurses Association as the sole and exclusive representative of all of its employees in the unit described as follows:

All full-time and part-time nurses and other nonsupervisory registered nurses, but excluding the Infection Control nurse(s), medical clinic nurses, urgent care nurses, Utilization Review personnel, office clerical employees, guards and supervisors as defined in the Act and all other professional and nonprofessional employees.

**Section 2.** A “full-time” nurse is defined as a nurse who has accepted employment with the understanding that the nurse will normally work 72-80 hours per pay.

**Section 3.** A “part-time” nurse is defined as a nurse who is scheduled to work fewer than seventy-one (71) hours per pay. Unless otherwise specified in this Agreement, a part-time nurse will accrue fringe benefits under this Agreement on the basis of total hours worked or credited as a percentage of the full-time benefit, e.g., fifty percent (50%) of full-time equals fifty percent (50%) of the relevant benefit.

**Section 4.** The term “nurse” as used in the Agreement shall mean a registered professional nurse licensed to practice as such in the State of Ohio. Each person employed by the Hospital to practice professional nursing as a registered nurse must be licensed to practice as such in the State of Ohio.

**Section 5.** Nurses who hold staff or other positions covered by this Agreement and who function from time to time as relief supervisors shall be covered at all times by this Agreement.

**Section 6.** Except as provided in Article 9, non bargaining unit personnel shall not perform professional nursing duties normally performed by members of the bargaining unit; except that in cases of emergency, instruction, or in order to relieve a bargaining unit member, properly licensed personnel may be assigned to perform bargaining unit work. The term “relieve” includes PTOs, lunch break, break time, in-service programs, leaves of absence/sick leave of short duration, and scheduling of weekends off for bargaining unit nurses. Opportunity for relief work will first be offered to bargaining unit nurses.

**Section 7.** Where possible, this collective bargaining agreement has been written using gender-neutral language. The use of a gender-specific pronoun “he/she” or “they/their” anywhere in this Agreement shall in all cases be understood to include the opposite gender.

**Section 8.** Before any sale, assignment, transfer or any other change in name or ownership, the Hospital shall advise ONA in writing sixty (60) calendar days in advance of such sale, assignment, transfer or any other change in name or ownership. The Hospital agrees to recognize the ONA as the legal bargaining representative for the Mary Rutan Hospital nurses unit at all times during the term of this Agreement and further agrees that it will not assist with or otherwise condone any successor avoidance activities with any prospective successor owners, assignees or transferees.

**Section 9.** Should the Hospital establish a new non-supervisor registered nurse classification after the effective date of this Agreement, it will meet with ONA prior to implementation, to discuss its status in relation to this Agreement. If the parties are unable to agree on its status, the question may be submitted to the National Labor Relations Board for resolution through unit clarification proceedings.

## **ARTICLE 2** **Management Rights**

**Section 1.** The management of the Hospital, the control of the premises, and the direction of the nursing force are vested exclusively with the Hospital. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote, suspend or discharge nurses for just cause; to determine the shifts and the number of hours to be worked by nurses; to schedule non mandatory overtime; to establish shift starting and ending times; to establish break and meal periods; determine staffing patterns including, but not limited to, the assignment of nurses as to numbers employed, duties to be performed, qualifications required and areas worked; to determine policies and procedures with respect to patient care; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management subject only to such restrictions and regulations governing the exercise of these rights and as are expressly specified in this Agreement. ONA acknowledges that it has waived its right to bargain over decisions of management in these areas, but reserves the right to bargain over the effects of these decisions.

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

**Section 3.** The parties mutually recognize their respective obligations under the Americans with Disabilities Act (ADA). The Hospital agrees to discuss in advance with the ONA any actions that is contemplating taking to comply with the ADA that would modify, suspend or alter the terms and application of the provisions of this Agreement. The Hospital's actions with regard to ADA accommodations are grievable by ONA.

**Section 4.** The Hospital's rights set forth in this Article 2 shall remain in effect both during the term of this Agreement and after its expiration.

### **ARTICLE 3** **No Strike or Lockout**

**Section 1.** It is understood and agreed that the services performed by nurses covered in this Agreement are essential to the public's health, safety and welfare. Therefore, for the duration of this Agreement, the ONA, its officers, representatives, members, and the nurses covered by this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any of the aforementioned parties take part in a strike, sympathy strike, slowdown, or work stoppage, boycott, picketing or any other interruption or interference with the operations of the Hospital. In the event of violation of this Section, the ONA agrees to take affirmative steps with the nurses concerned to bring about an immediate resumption of normal work. If for any reason there is any interference of work as set forth above, the parties to this Agreement will maintain continuous communications in any attempt to resolve the dispute concerned.

**Section 2.** The hospital shall not lockout nurses for the duration of this Agreement.

### **ARTICLE 4** **ONA Representation**

**Section 1.** Within thirty-one (31) days after the effective date of this Agreement, all nurses employed by the Hospital shall, as a condition of employment, become either members in good standing of ONA and maintain such membership in good standing for the term of this Agreement, or pay a service fee to ONA. All new nurse employees shall, as a condition of employment, become either members in good standing of ONA within thirty-one (31) days of employment and maintain such membership in good standing for the term of this Agreement or pay a service fee to ONA. The service fee amount, which shall be determined by ONA in accordance with applicable law, shall be certified in writing to the Hospital by ONA. The Hospital shall deduct the service fee monthly from the pay of such nurses who are not members of ONA. The Hospital agrees to provide the ONA local unit chairperson with the name, address, phone number and classification of each new nurse employee within two (2) days after the new employee's first day of work.

The Hospital will provide a forty-five (45) minute period of paid time for the ONA Chairperson or his/her designee to meet with the registered nurse orientees to review the collective bargaining agreement between the parties. The meeting shall be held during the orientation program and shall not involve the payment of overtime. ONA may distribute written materials including membership application forms at such orientation meetings.

For purposes of this Section, “membership” in good standing shall mean the tendering of required ONA dues or fees.

**Section 2.** ONA agrees to indemnify and save the Hospital harmless from any action growing out of a discharge based on Section 1 of this Article affected at the request of ONA.

**Section 3.** Bulletin boards shall be provided on each patient care unit, and a reasonable amount of space will be reserved for ONA. All material to be posted shall relate to the following:

- a) ONA recreational and social affairs.
- b) ONA meetings.
- c) ONA appointments.
- d) Notice of ONA elections.
- e) Results of ONA elections.

Other than items a) through e) listed above, a copy of materials the ONA desires to post shall first be given to the Vice President of Human Resources or designee for his/her review and approval before being posted.

**Section 4.** Representatives of ONA may after checking in with the Vice President of Human Resources or his/her designee enter the Hospital for the purpose of meeting with Hospital representatives and bargaining unit nurses subject to the provisions of Section 6 of this Article. Such representatives shall on completion of their visit to the Hospital, check out with the Vice President of Human Resources or his designee and shall be subject to the regulations applicable to nonemployees and to other such regulations as the Hospital may establish, and shall not interfere with the work of any nurse or the operations of the Hospital.

**Section 5.** Members of the negotiating committee shall be excused from duty each day of negotiations including those nurses working the night shift the day prior to each session. Time lost from work up to the normal number of hours the nurse would have worked but for negotiations shall be counted as hours worked for purposes of computing seniority and benefits. A maximum of five (5) nurses from the negotiating committee will be paid up to six (6) hours pay at base rate, excluding differentials, for time spent in negotiations each day. Such time shall not exceed four (4) days and shall not be used for overtime pay calculation purposes. Such payment shall be for a maximum of one negotiation process every two (2) years or contract period. Both parties will ensure an equal number of members throughout the bargaining unit.

**Section 6.** No ONA meetings other than contract ratification meetings and items under Article 19 of this Agreement shall occur in the Hospital unless advanced authorized consent

in writing is granted by the VP of Human Resources or his/her designee.

**Section 7.** The Hospital will inform each applicant for employment in a bargaining unit position of the existence of this Agreement, and of his/her rights upon employment with the Hospital.

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

**Section 1.** The Hospital agrees to deduct monthly ONA dues in whatever sum is authorized by ONA from the pay of nurses upon receipt of a voluntary written authorization executed for that purpose. The form of the authorization is attached hereto as Appendix A and made a part hereof.

**Section 2.** Deductions will be made from the pay earned during the first pay period of each month. If a nurse has no earnings during the first pay period, ONA will arrange collection of dues for the month in question directly with the nurse.

**Section 3.** The Hospital agrees to deduct Local Unit dues in whatever sum is authorized for the Local Unit chairperson from the first pay period in February of each year upon receipt of a voluntary written authorization. Such monies shall be transmitted to the treasurer of the Local Unit within ten (10) days of the February deduction, together with an alphabetical list of all nurses whose Local Unit dues have been deducted.

**Section 4.** Deductions provided in this Article shall be transmitted to ONA on the Friday following the close of the pay period when checks are normally distributed to nurses. The Hospital will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues have been deducted. The list shall also indicate names of new hires, promotions, and leaves of absence, terminations, and the dates for each. The Hospital shall provide the information in the preceding paragraph to a local ONA co-chair monthly as well.

**Section 5.** Within twenty (20) days of the effective date of this Agreement and by the fifteenth (15<sup>th</sup>) of January, May and September each year the Hospital will furnish ONA and the chairperson(s) of the local unit with a complete list of all nurses covered by this Agreement showing address, phone number, rate of pay, seniority, and date of hire, provided that the nurses furnish the Human Resources office with their phone numbers and addresses. The Hospital shall provide electronic copies of the seniority lists tri-annually to be distributed to each member of the bargaining unit.

**Section 6.** ONA agrees that it will indemnify and save the Hospital harmless from any action growing out of these deductions and commenced by a nurse against the Hospital and assumes full responsibility for the disposition of dues so deducted once they have been

turned over to the ONA.

## **ARTICLE 6**

### **PRN Nurses**

**Section 1.** All PRN nurses employed by the Hospital after the effective date of this Agreement, who work one hundred twenty (120) hours or more per calendar quarter shall, as a condition of employment, become members in good standing of ONA or pay a service fee no later than the thirty-first (31st) day after the calendar quarter of one hundred twenty (120) accrued hours. Membership shall be maintained for the calendar year following the one hundred twenty (120) hour qualifying quarter.

**Section 2.** The Hospital shall provide the local unit chair with the number of hours each PRN nurse has worked, name of the PRN nurse, and the units worked by the PRN nurse during the previous calendar quarter.

**Section 3.** All newly hired PRN nurses must complete the Hospital orientation program. All hours spent in orientation by PRN nurses are exempt hours for purposes of Article 4, Section 2. Recent or current staff members transferring to PRN status may have orientation waived by mutual agreement of the parties.

**Section 4.** The Hospital may maintain a list of experienced PRN nurses who shall be used as necessary for the temporary replacement of bargaining unit nurses who are unavailable for scheduled work or to fill vacancies on a temporary basis, pending permanent filling of the vacancy. The Hospital agrees that PRN nurses will not be used to displace any full-time or regular part-time nurses for any scheduled work, nor displace cross-trained, part-time or full-time nurses who are mandated low census and otherwise qualified to perform the PRN nurse duties. PRN nurses shall therefore be mandated low census prior to a part-time or full-time nurse on the affected unit or cross-trained unit unless the part-time or full-time nurse has requested low census and is informed a PRN nurse is scheduled and agrees to take low census with the understanding the PRN nurse will work the scheduled shift.

PRN and cross-trained nurses shall be permitted to fill any hole in the scheduling system after the first week the plan sheet has been posted provided it does not result in overtime. Full-time and part-time nurses shall be permitted to fill holes in the scheduling system at any time if it does not result in overtime for the nurse. Full-time, part-time, PRN and cross-trained nurses may fill holes resulting in overtime hours after the first two weeks the schedule has been posted.

**Section 5.** While they remain in PRN status, PRN nurses shall accrue seniority according to the provisions of Article 13. They shall be included on the seniority lists

provided for in Section 3 of Article 13.

**Section 6.** PRN nurses who desire full-time or part-time status may apply and be considered for any posted vacancy provided, however, the Hospital shall give first consideration to currently employed full or part-time nurses.

**Section 7.** PRN nurses shall be paid in accordance with the wage schedules set forth in this Agreement, based upon date of RN licensure. PRNs shall be paid shift, certification, weekend differentials, or any other incentive pay or premium pay that may apply, where appropriate but shall not be eligible for health insurance, paid leave or holidays, or any other benefits under this Agreement.

**Section 8.** The Hospital will attempt to provide at least forty-eight (48) hours of work for PRN nurses each calendar quarter, twelve (12) hours of which shall be on a weekend or a holiday. If offered such work the PRN nurse shall work at least forty-eight (48) hours each calendar quarter, twelve (12) hours of which shall be on a weekend and one holiday annually. In the event the PRN nurse does not work the minimum schedule required and such minimum schedule has been offered to the PRN nurse, she shall not be maintained on the Hospital's list of PRN nurses. If the PRN nurse has not been offered the required minimum schedule by the Hospital or if she was on an approved leave of absence during the calendar quarter in question, she shall not be disqualified from PRN status for such calendar quarter.

## **ARTICLE 7** **Probation and Orientation**

**Section 1.** Newly employed nurses shall be on probation for a period of ninety (90) calendar days. The Hospital shall have the right to extend the probationary period for an additional thirty (30) calendar days, in the case of full-time nurses, or forty-five (45) days, in the case of part-time nurses, if the Vice President of Patient Services determines that the Hospital has not had sufficient opportunity during the first ninety (90) day period to evaluate the nurse's ability. Notice of extension shall be given to the nurse and an ONA local co-chair in writing before the expiration of the ninety (90) day period. If such notice of extension is not given to the nurse and an ONA local co-chair, she shall be deemed to have satisfactorily completed his/her probationary period. During the probationary period or extension thereof, the Hospital may terminate the nurse at will, and such termination shall not be subject to the Grievance Procedure in this Agreement.

**Section 2.** During the probationary period or any extension thereof, 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 last date of hire.

**Section 3.** The Hospital shall provide a competency-based orientation program for each

newly employed nurse or each nurse re-employed by the Hospital after an absence of one (1) year or more. Nurses in orientation are being paid to learn and are not considered a part of the unit staffing pattern. Orientees may offer input into the design and/or modification of their orientation program and articulate their capabilities and needs in a responsible manner. When an orientee is floated with a preceptor to another unit, the orientee's orientation shall be extended for each day they are floated.

The orientation program shall be designed for each individual and will consist of at least the following phases:

Phase 1. Phase 1 of the orientation program shall last up to four (4) working days. It shall include, but is not limited to, instruction with respect to Hospital policies and standard operating procedures of the Hospital and the Nursing Services Department. Two (2) days will be dedicated to information technology, including but not limited to: payroll access, Performance Manager, the electronic medical record, Net Learning, and other technological programs or processes used by nurses in the Hospital setting.

Phase 2. Department specific orientation. Any new hire or rehired nurse shall have a two day global orientation to include ED, ICCU, FBC, 3W/4W under the guidance of an experienced registered nurse.

2.1 The Hospital will attempt to provide a lesser assignment for the preceptor/orientee during the first five days of orientation unless the preceptor agrees otherwise. It is during this phase that the preceptor and orientee will begin the orientation checklist for the orientee's regularly assigned unit.

2.2 Patient care assignments may be determined by the preceptor based on the patient population, nursing care requirements, the learning needs of the orientee and input from the Nursing Director. This may include off-shift orientation. Patient care assignments may increase in complexity as the orientee's performance indicates. The nurse's progress will be determined by the preceptor and nursing management. The nurse's progress will be documented weekly by the preceptor and orientee, and presented to the Nursing Director. The nurse being oriented shall have weekly conferences with the unit director so she may be apprised of his/her progress during orientation. These meetings shall be preceded by a progress report between the preceptor and the unit director. In the event that the preceptor, because of patient care needs is unable to supervise an orientee, the Nursing Director shall be contacted to make alternative orientation arrangements.

Phase 3. The nurse shall be assigned work on a limited participation

basis to the unit and shift of his/her prospective permanent assignment. Patient care assignments continue to increase in complexity as the orientee's performance indicates. She may be assigned to work under the guidance of an experienced registered nurse. In the event an experienced registered nurse, because of patient care needs, is unable to supervise an orientee, a Nursing Director shall be contacted to make alternative orientation arrangements.

Phase 4. The preceptor, orientee and the Unit Nursing Director will collectively and collaboratively discuss the orientee's progress. The Unit Nursing Director will then determine when the orientee is capable of assuming full unit responsibilities for being placed on the regular unit schedule. When consensus is not reached, the Unit Nursing Director makes the determination. The orientee will schedule a meeting with the Nursing Director to review the nurse's progress within one (1) month of the orientee assuming full unit responsibilities.

**Section 4.** The above phases and the time periods specified are minimum time periods. The Hospital has the responsibility to ensure that all nurses are properly oriented and accordingly, the progress of a nurse through the various phases will be at the discretion of the Hospital. No nurse's orientation for all four (4) phases will last longer than one hundred sixty-five (165) days from the date of hire.

**Section 5.** (a). All nurses regularly assigned to a specialty unit shall meet all qualification requirements of that unit within six (6) months of assuming the position. Prior to obtaining such qualifications, a nurse may continue to work alongside another nurse who has such qualifications in the specialty unit provided there is a census to warrant both nurses on the specialty unit. If there are not sufficient patients on that unit, the nurse who does not possess the qualifications necessary for the specialty unit will take low census as needed until the orienting nurse can assume full unit responsibility.

(b). A nurse who has not met all qualifications in the first six months may be considered in the staffing mix to perform duties for which she is qualified to perform.

**Section 6.** A nurse who is a successful bidder to a different shift or assigned to a unit to which the nurse has not previously been oriented shall first receive orientation to that different shift or unit in accordance with Phase 3 of the orientation program. Nurses are encouraged to cross train to all units.

**Section 7.** Because it is the responsibility of the Hospital to ensure the continued capabilities of the nursing staff, a nurse may be required to be reoriented consistent with this Article except that the orientation period shall not exceed forty-five (45) calendar days. Any nurse rehired within one (1) year of termination shall complete Phase 2 and Phase 3

of the Orientation Program.

**Section 8.** An orienting nurse shall not be counted for staffing purposes. Orienting nurses, including nurses who are orienting on a specialty unit, (i.e. Birth Center, ICCU and ER) shall not be pulled from orienting to other units to supplement staffing or to be utilized in a manner outside of orienting. An orienting nurse will be in a position solely as an orientee for the entirety of their orientation period, except as provided within this Agreement.

**Section 9.** Nurses who complete the Hospital provided preceptor class, to be offered by the hospital on a quarterly basis, and who are required to work as preceptors pursuant to the terms of this Article shall receive a preceptor differential of four dollars (\$4.00) per hour in addition to the nurse's regular rate of pay including any other differentials provided for in this Agreement.

Compensation shall be paid for all hours a preceptor orients registered nurses and licensed practical nurses, patient care technicians and nursing students who are in their practicum and without an instructor present. A nurse may choose to receive credit through the clinical ladder or to receive preceptor pay but not both.

Nurses who are required to work as preceptors but who elect not to complete the class described above, shall receive a preceptor differential of one dollar and fifty cents (\$1.50) per hour in addition to the nurse's regular rate of pay including any other differentials provided for in this Agreement.

## **ARTICLE 8** **Cross-Training**

**Section 1.** Cross-training allows a nurse, after adequate training, to accept patient assignments in areas other than his/her home unit. Cross training must comply with the provisions set forth herein and is not simply pulling or reassigning a nurse from his/her home unit. Opportunities for cross-training are available at any time. A nurse who wishes to apply for cross-training shall submit a written application to his/her Nursing Director. A copy of the cross-training application must also be sent to the ONA local co-chairs by the applying nurse. The most senior eligible nurse who has the least number of cross-trained areas (as designated by the nurse on his/her cross-training application) shall be awarded the cross-training opportunity, provided the nurse's work record and schedule are consistent with the cross-training needs of the unit. A copy of the cross-training award notice will be sent to one of the ONA local co-chairs. The Hospital will accommodate the nurse's schedule to provide paid time for the nurse to orient to the cross-training unit.

In order to be eligible to cross-train, a nurse must have completed his/her probationary period and orientation and must have a minimum of six (6) months of continuous

employment as an RN with the Hospital. The Hospital and the ONA agree to the mutual goal for cross-training to begin no later than sixty (60) days following the award providing the requesting registered nurse's unit schedule can accommodate the absence. In addition, the parties mutually agree to the goal of eighty (80) hours cross-training being provided within eight weeks of initiation. A nurse will not be deemed cross-trained until these eighty (80) hours are completed and a unit specific competency checklist has been submitted to the director of the unit where the nurse completed the cross-training.

Should staffing prohibit a nurse from completing a scheduled cross-training day, the Hospital agrees to provide an additional day for cross-training to be completed. Cross-training shall be pursuant to the terms of Article 8 in this Agreement. The nurse may opt out of cross-training at any time. Nurses requesting to no longer be cross trained in a certain area must do so in writing to the Department Director.

**Section 2.** To maintain skills, the Hospital and the ONA agree a nurse who has fulfilled the cross training process to work at least 24 hours every six (6) months following the date of completion (if hours are available). If a nurse does not meet the hour requirements, he/she may request in writing to have a twelve (12) hour reorientation prior to being pulled to the cross trained unit. A cross trained nurse who is pulled to another unit shall not replace the home based nurse unless the home based nurse has requested low census, is an extra shift, or will result in overtime. The cross-trained nurse may be floated to the unit where he/she is cross-trained in order to provide coverage.

**Section 3.** In order to assist cross-trained nurses in meeting the hours requirement for maintaining skills, the nurse may be scheduled in an area to where he/she is cross-trained to fill scheduling holes.

**Section 4.** The Hospital reserves the right to offer additional cross-training for any unit where a need is determined.

**Section 5.** If the cross-trained nurse has successfully completed cross-training and has the desire to work in the cross-trained area, the Hospital agrees to provide additional training (i.e. ACLS, PALS, NRP, and/or cardiac classes) to meet the qualifications required to work on the cross-trained unit. The training will be completed within six (6) months of the nurse's request and at the expense of the cross-trained unit. The nurse involved in cross-training may request in writing to receive further orientation at the end of the 80 hours if he/she desires. When requested, the training may be offered in lieu of low census from the nurse's home unit but will not exceed forty (40) hours and must be completed within one month of the request, providing scheduling needs on the nurse's home unit are met.

**Section 7.** The cross-trained nurse shall be permitted to sign up to fill any hole in the scheduling system after the first week the schedule has been posted providing it does not

result in overtime. Cross-trained nurses may fill holes resulting in overtime after the first two weeks the schedule has been posted in the scheduling system.

## **ARTICLE 9** **Agency Nurses**

**Section 1.** The parties agree that full and part-time nurses employed by the Hospital provide the most desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in assignment of shifts. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of agency (per diem) nurses from outside agencies or members of management except in situations where no other means of providing appropriate staffing are available. Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Hospital. Prior to using an agency nurse, the Hospital shall attempt to cover a shift or partial shift with its own nursing staff by offering the shift or partial shift to members of its own staff within the affected unit who are qualified to perform the work. From the posted schedule, if the shift or partial shift is not filled at least two (2) weeks prior to the beginning of the shift, an agency nurse may be utilized to fill the vacancy. However, if a nurse wishes to work a shift that has been filled by an agency nurse, she shall be permitted to do so, provided she gives at least 72 hours notice prior to the beginning of the shift.

## **ARTICLE 10** **Hours of Work**

**Section 1.** A normal work week shall begin with the day shift on Sunday and end at the same hour on the following Sunday. The Hospital will rotate holiday duty fairly and equitably among nurses on each patient care unit.

**Section 2.** Weekly work schedules shall be posted at least four (4) weeks in advance provided that the schedules are posted no later than Friday preceding the four (4) week posting period. The Hospital shall have the right to alter posted schedules as necessary, but will notify affected nursing personnel of such necessary changes within 24 hours of the necessary changes. If the Hospital does not notify the affected nurse within 24 hours of the change, the Hospital shall follow the provision as set forth in Article 10, Section 9(2).

**Section 3.** The primary Hospital work shifts shall include but not be limited to:

Day shift	0700-1900
Mid shift	1100-2300
Night shift	1900-0700

The provisions of this section shall not preclude the Hospital from establishing new positions with hours which differ from the normal work shifts as defined above, nor shall

this section preclude the Hospital and affected nurses from mutually agreeing to establish hours which differ from the normal work shift hours as set forth above.

**Section 4.** The term “weekend” as used herein shall commence at 7:00 p.m. on Friday and conclude at 11:00 p.m. on Sunday.

**Section 5.** Nursing staff will have a regular scheduled weekend rotation. Nurses currently working every third (3<sup>rd</sup>) weekend rotation will maintain that rotation for the life of the contract. Should it become necessary to require a nurse to work on an unscheduled weekend, the Hospital agrees to excuse the nurse from working on a future scheduled weekend. Should a nurse fail to work on a scheduled weekend for any reason, ONA agrees that the Hospital may assign the nurse to work on a future unscheduled weekend in his/her home base/home department. If the nurse and the Hospital cannot mutually agree to the day(s) of make-up work, ONA agrees the Hospital may assign the nurse to make up such work on the nurse’s home base/home department within eight (8) weeks of the missed weekend. Nurses rescheduled for a make-up weekend are not eligible for additional pay as provided in Article 23, Section 4, Paragraph 2. Nothing in this section shall be construed to require a nurse to work more than twenty-four (24) weekends in any contract year, nor shall this section be construed to prohibit any nurse from agreeing to work more frequently than every other weekend or more than twenty-four (24) weekends in a contract year.

**Section 6.** The Hospital agrees that nurses shall be permitted to exchange weekends or other scheduled work days, provided no overtime is involved, the nurses are qualified to perform the work required and provided, further, the nurses receive prior authorization from the Nursing Director

**Section 7.** All nurses shall be allowed thirty (30) minutes for a scheduled lunch period on each shift worked. Said lunch period shall be without pay. In the event that staffing needs do not permit the nurse to take time off, the nurse shall call a Nursing Director to request lunch coverage. The Nursing Director will respond to such request within forty-five (45) minutes. If coverage cannot be provided, the nurse shall have the option of working through his/her lunch period and receiving the applicable rate of pay for the thirty (30) minute lunch period, or taking the lunch period when patient care requirements permit. The nurse shall submit, by the conclusion of the shift, a written explanation for the time worked along with the name and the time the Nursing Director was notified.

**Section 8.** All nurses shall be allowed two (2) fifteen (15) minute break periods during each shift of work without loss of pay. A twelve (12) hour nurse shall receive a total of three (3) fifteen (15) minute breaks during each shift of work without loss of pay. With prior permission, break periods may be added to the lunch period when the work situation so permits.

## **Section 9.**

- 1) Unless otherwise agreed by the nurse and the Hospital, nurses covered by this Agreement shall be scheduled only for straight shifts, i.e., the Day Shift, Mid Shift, and the Night Shift.
- 2) When patient care needs require, a nurse may be requested to change shifts, on a voluntary basis. In the event no nurse agrees to change shifts voluntarily, the least senior qualified nurse on the affected shift may be required to change shifts.
- 3) A nurse who bids on a temporary position shall not be restricted from bidding on any regular position at any time.

**Section 10.** During the week in which a holiday falls (Sunday-Saturday), members may request in the scheduling system to include the holiday off (unpaid or paid from PTO bank) for the week. If open shifts during the holiday week are not picked up within two weeks prior to the scheduled holiday week, members will be placed on the schedule in a rotation of least senior nurse first in on-call status. If a nurse is called in during this week, they will be placed at the bottom of the rotation during their next scheduled holiday week.

## **ARTICLE 11**

### **Overtime**

## **Section 1.**

- A. Eight (8) hour nurses who are scheduled to work on a forty (40) hour work week basis shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked which exceed eight (8) in a given twenty-four (24) hour period or forty (40) hours in a given work week.

Eight (8) hour nurses who work pursuant to an 8/80 basis shall be paid one and one-half (1½) times their regular straight-time rate of pay for all hours worked which exceed eight (8) in a given twenty-four (24) hour period or eighty (80) in a given pay period.

- B. Ten (10) hour nurses shall be paid one and one-half (1½) times their regular straight-time rate of pay for all hours worked which exceed ten (10) in a given twenty-four (24) hour period.

- C. Twelve (12) hour nurses shall be paid one and one-half (1½) times their regular straight-time rate of pay for all hours worked which exceed twelve (12) in a given twenty-four (24) hour period.

**Section 2.** Nurses who work overtime on a holiday as set forth in Article 21, Section 1, shall be paid two (2) times their regular rate of pay for all such hours worked.

**Section 3.** Overtime pay will be approved when a nurse works overtime as defined in Section 1 at the direction of a Nursing Director or if a Nursing Director is unavailable, is required to work overtime by patient care needs.

**Section 4.** The Hospital may require a nurse to work overtime only for the duration of an emergency situation.

**Section 5.** When mutually agreed between a nurse and the Hospital, the Hospital may use a period of eighty (80) hours (fourteen (14) consecutive days) in lieu of forty (40) hours (seven (7) consecutive days) in computing overtime pay. Consent from a nurse will be evidenced by his/her signing an overtime agreement.

**Section 6.** There shall be no pyramiding of premium time.

**Section 7.** For purposes of overtime computation, credit shall be given for hours spent at mandatory meetings, required education/inservices, and hours actually worked by the nurse.

**Section 8.** PRN and cross-trained nurses shall be permitted to fill any hole on the plan sheet after the first week the plan sheet has been posted provided it does not result in overtime. Full-time and part-time nurses shall be permitted to fill holes on the plan sheet at any time if it does not result in overtime for the nurse. Full-time, part-time, PRN and cross-trained nurses may fill holes resulting in overtime hours on the plan sheet after the first two weeks the plan sheet has been posted.

**Section 9.** Incentive “crunch” pay, will be paid if open shifts are not filled within two weeks prior to the posted open date. Any member willing to fill a position will be awarded their base wage, plus “crunch pay” of \$20.00 per hour bonus, in addition to their differentials. This member will be first to be placed on low census rotation.

The Hospital may grant nurses both crunch pay and on-call/called-in pay for the same shift.

## **ARTICLE 12** **Flexible Scheduling**

**Section 1.** The Hospital shall determine the number of positions and the nursing units available for flexible scheduling. The number of registered nurses and units available for flexible schedules may vary from time to time depending on the operational needs of the Hospital, including the availability of registered nurses to work the shifts in question.

**Section 2.** Flexible schedule positions shall be filled by mutual agreement, except where two (2) or more qualified nurses desire that opportunity and the parties cannot agree, seniority shall prevail.

**Section 3.** PTOs shall be earned and taken on the basis set forth in Article 22.

**Section 4.** Holiday pay shall be earned and paid pursuant to the provisions of Article 21.

**Section 5.** Paid sick leave, jury duty and bereavement pay shall be modified to provide that the maximum daily payment shall be the hours comprising the nurses' normally scheduled shift.

**Section 6.** Flexible schedule nurses shall be paid the applicable hourly rate for each hour worked, including all applicable differentials. However, if a nurse works fifty-nine (59) minutes or less on any shift or fifty-nine (59) minutes or less on a weekend differential shift, she shall not be paid for such time at that shift rate and shall be paid at the applicable hourly rate of the shift where the majority hours worked occurred. Further, it is understood if a nurse works more than fifty-nine (59) minutes on a shift, or more than fifty-nine (59) minutes on a weekend shift, all hours worked on such shift or weekend, shall be paid at the applicable hourly rate plus differentials, as appropriate for said shift.

**Section 7.** A nurse who calls off because of illness may elect to use sick leave hours equal to his/her regularly scheduled shift or, by mutual agreement, work a shift of equal time that she otherwise would have been scheduled off. Such additional shift(s) worked shall not entitle a nurse to overtime pay.

**Section 8.** A currently employed nurse who accepts a flexible hour position and initially agrees to work one (1) scheduled period, i.e. four (4) weeks, may at the end of that period, return to his/her previous staffing pattern or commit for an additional consecutive five (5) month period before moving to another position.

**Section 9.** Unless mutually agreed by the nurse and the Hospital, no nurse working a flexible hour shift shall be displaced by another nurse who wants a flexible hour shift.

## ARTICLE 13

### Seniority

**Section 1.** Seniority is the measure of a nurse's ability 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 by the Hospital from his/her last date of employment, provided that she has successfully completed his/her probationary period. Seniority and years of continuous service shall be computed on the basis of total actual hours worked or credited as a registered nurse in a position in the bargaining unit. The term "credited hours" does not include on-call, weekend differential, shift differential, or PTO differential. Credited hours shall include, but not be limited to, paid time off and low census hours.

**Section 2.** Except as provided in Section 9, seniority shall be broken when a nurse:

- a) quits, resigns or retires,
- b) is terminated for cause,
- c) exceeds an approved leave of absence, unless proper excuse is shown,
- d) is laid off for eighteen (18) consecutive months,
- e) is on sick leave for eighteen (18) consecutive months,
- f) fails to report after recall from leave or layoff within three (3) working days after notification,
- g) is absent for three (3) consecutive working days without notifying the Hospital, unless prior excuse is shown,
- h) declines to accept a job on recall from layoff which the nurse is capable of performing on the same shift.

**Section 3.** The Hospital shall prepare a seniority list in accordance with Article 5, Section 5. The seniority list will be available in the Nursing Department office. A nurse who feels that his/her designated seniority is incorrect must make objection in accordance with the grievance procedure, except that for a nurse who is on vacation or leave of absence on the date of the posting such time limits provided under the grievance procedure shall start on the day she returns to active employment. A nurse who does not object to the posted list in a timely manner shall be bound by the information on the list between posting periods.

**Section 4.** Should the Hospital determine to lay off nurses in any nursing service, the following procedure shall apply:

- a) The Hospital shall first post a request for a voluntary reduction in hours from registered nurses in the affected unit.
- b) If sufficient volunteers and hours are not secured, then all probationary nurses will be laid off or terminated first.

- c) If thereafter, a further reduction is required, the Hospital and the ONA shall meet prior to any reduction in order to discuss alternatives to a mandatory reduction. If a reduction in the nursing force is still necessary, a layoff shall be in the inverse order of seniority by unit, provided that the remaining nurses in the affected unit have the ability to perform the work required.
- d) Displaced nurses may choose to be placed in a vacant RN position provided they have the skill and ability to perform the work.
- e) If no vacant position exists for which they are qualified, then the nurse shall be given the opportunity, in lieu of layoff, to displace the least senior nurse in the bargaining unit, within their hired FTE. If the nurse declines this position, she may bump the least senior nurse in the bargaining unit or accept a layoff. If she chooses to take the position, then the displaced nurse may take layoff or bump the least senior nurse in the bargaining unit, provided the nurse is more senior than the nurse displaced and provided she has 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 a limited orientation not to exceed three (3) weeks. The Hospital shall determine whether a nurse has the ability to perform the work required, subject to the nurse's right to appeal the decision through the grievance procedure.
- f) An affected nurse who chooses to exercise his/her bumping rights under this Section shall be given up to seventy-two (72) hours from notice of layoff to advise Human Resources in writing of the position on which she wishes to bump. Otherwise, such nurse shall be laid off.
- g) Any displaced nurse affected by a defined reduction in force may accept a voluntary layoff without any further bumping rights. Under no circumstances shall this Article be used to deal with normal low census situations.

**Section 5.** Recalls from layoffs made pursuant to Section 4 of this Article shall be made in order of Hospital seniority subject to the standards applicable to layoffs. Nurses on leave of absence shall have no greater rights with respect to layoff and recall. A nurse on a LOA during a recall shall have recall rights up to eighteen (18) months pursuant to the terms of Section 6 of this Article.

While any nurse with Hospital seniority is on layoff, the Hospital shall not employ agency,

“per diem” or PRN nurses without first offering such work to laid-off nurses who have the present ability to do the required work.

**Section 6.** Nurses being recalled to work from layoff shall be notified by the Hospital by certified mail sent to each nurse’s last known address as shown on the Hospital’s personnel records. The nurses shall have three (3) days, exclusive of Sundays and holidays, from the date of receipt to report to work, or she shall be removed from the recall list and employment shall be terminated. In accordance with Section 2 of this Article, layoffs exceeding eighteen (18) consecutive months will result in loss of seniority and termination of employment. It shall be the responsibility of each nurse to keep the Hospital’s Human Resources Department informed of his/her current address and telephone number.

## **Section 7.**

- a) For purposes of this Section, a vacancy shall be defined as an opening in any bargaining unit classification on any unit or any shift or where the Hospital has increased the number of regular positions available in the classification.
- b) When a vacancy occurs, a notice of the vacancy will be electronically posted for seven (7) calendar days during which time nurses may bid electronically on the position. The Hospital shall provide a copy of the open position posting to the ONA co-chairs. At the conclusion of the bidding period, the position will be awarded to the most senior nurse who has made written application for the position, provided that the nurse is qualified for the position based on his/her work record and ability to perform with reasonable efficiency the services required. The Hospital shall determine whether the senior nurse applicant is qualified for the position, subject to the nurse’s right to appeal the decision through the grievance procedure.

A nurse must have completed all required in-service training to be eligible to bid on any posted position. Each required in-service must be completed by the due date. In addition, no nurse on leave of absence shall be eligible to bid on a posted position unless the nurse is scheduled to return to work before the specified date the position is scheduled to be filled. No part-time nurse shall be awarded another part-time position in the event the posted hours for the position conflict with the hours currently being worked by the part-time nurse.

- c) The notice posted shall state the classification, unit and shift in which the vacancy exists, the qualifications required, the rate range, the date that the bidding will be closed, and, if a temporary vacancy, the expected maximum duration of such vacancy. A notice of vacancy for a part-time position shall also indicate whether a full-time current employee could work the remainder of the hours on his/her regularly scheduled unit.

The Hospital has the sole right to set posting qualifications required with respect to skills, experience (and the duration thereof), and education, and such required qualifications shall not be grievable.

- d) All applications filed within the time limit set forth above shall be reviewed by the Hospital and the vacancy awarded within five (5) working days after the posting period has closed. The Hospital shall provide a copy of the award notice to the ONA co-chairs. If no applications are received or if none of the applicants are qualified, the Hospital may fill the vacancy by hiring from outside. Successful bidders will be transferred to the bid position within forty-five (45) calendar days. Any successful bidder on such regular position opening may not bid on another regular position opening for four (4) months from the date of the successful bidder letter, except (i) if seeking a position outside of the bargaining unit, or (ii) no nurse bids on the position in question and the Hospital is unable to fill such position internally, or if seeking a different shift or FTE status within the nurse's home based unit.

A newly hired staff nurse will be considered a "successful bidder" and is precluded from bidding on another regular position opening for four (4) months from the date of hire, except (i) if seeking a position outside of the bargaining unit, or (ii) no nurse bids on the position in question and the Hospital is unable to fill such position internally, or if seeking a different shift or FTE status within the nurse's home based unit.

- e) The nurse awarded the vacancy shall be allowed a reasonable trial period not to exceed seven (7) working days in which to demonstrate his/her qualifications for the vacancy. In the event the nurse does not qualify, she shall be returned to his/her former position assuming the returning nurse is more senior.

f) Nothing in this Agreement shall be construed to require the Hospital to fill a vacancy which it does not deem necessary to fill. The Hospital will attempt to fill all posted positions as quickly as possible. If a candidate cannot be found within forty-five (45) days of posting, this will be brought as an agenda item to the Nurse Advisory Committee at the next Nurse Advisory Committee meeting.

**Section 8.** A list of qualified full-time and part-time nurses desiring additional hours of work will be maintained on an availability sign-up list located outside the Nursing Director's office (on 3<sup>rd</sup> floor). Such list shall be valid for a calendar quarter and shall be reposted at the beginning of each calendar quarter.

A nurse who has been given low census which places his/her below his/her hired FTE will have the option to sign up to be available for extra hours that may become available within the pay period when the low census occurred. A nurse who desires to exercise such option shall sign the low census make-up list outside the Nursing Director's office (on 3<sup>rd</sup> floor) or verbally request to be added to the low census make-up list at the time when the low census call is received.

Should additional hours of work be required on any unit, due to an emergency, the absence of a nurse, vacation relief, or to fill a vacancy temporarily pending the regular filling of the vacancy in accordance with the provisions of Section 7, the Hospital shall first seek additional hours from among the nurses on the appropriate list(s) in the following order:

- a). Nurses who signed up on the unit low census make-up list due to receiving low census.
- b). Nurses who signed up on the additional list.

The Hospital shall not be required to utilize any nurse from the lists provided in Section 8 if overtime work would result or if the nurse is not qualified to work on the unit in question.

**Section 9.** If a nurse leaves the bargaining unit, his/her bargaining unit seniority shall be forfeited and she shall no longer accrue bargaining unit seniority, except as follows:

- a) A nurse who leaves the bargaining unit to accept a position with Mary Rutan or an employer not affiliated with Mary Rutan Hospital or controlled by Mary Rutan Hospital, or otherwise terminates his/her employment with Mary Rutan Hospital and any and all of its affiliated and controlled entities, shall retain his/her accrued bargaining unit seniority for a period of six (6) consecutive months from the date of his/her termination of employment. Such nurse may reactivate his/her

accrued bargaining unit seniority, for job bidding purposes, and as otherwise provided for in this Agreement, if she is rehired by Mary Rutan Hospital for a bargaining unit position within such six (6) month period.

- b) The Hospital's decision whether to rehire or transfer a nurse back to a bargaining unit position, shall be at the Hospital's discretion. A nurse that is rehired or transferred back to a bargaining unit position, shall be placed on the appropriate Step on the salary scale provided for in this Agreement.

**Section 10.** In cases in which there are two (2) or more nurses with an equal number of credited seniority hours, the tie shall be broken by comparing dates of hire. The nurse with the earliest date of hire has greater seniority.

## **ARTICLE 14** **Sick Leave**

**Section 1.** Sick leave credit shall be earned by registered nurses at the rate of 4.6 hours for each eighty (80) hours of service in active pay status. It is understood that for the purposes of determining accumulation of sick leave credit, overtime hours shall be counted, but sick leave credit accumulated during a leave of absence or layoff shall not be accumulated. Hours of service in active pay status include paid PTO, paid sick leave, and paid holidays.

**Section 2.** Sick leave is charged in minimum units of one (1) hour. Sick pay shall be at the nurse's regular straight time rate of pay, less differentials, if any. When mutually agreed between the nurse and supervisor, PTO or personal time may be substituted for any portion of the sick leave. Nurses are charged for sick leave only for days upon which they would otherwise have been scheduled to work.

**Section 3.** It is intended by the parties for purposes of this Article to treat pregnancy, pregnancy-related conditions, and adoption/foster care in the same manner as any other personal illness or injury. Accordingly, the terms "illness" and "injury" for purposes of this Article include the terms "pregnancy" or "pregnancy-related" conditions, and "adoption/foster care".

**Section 4.** Sick leave shall be granted to a nurse for the following reasons provided the nurse has called in:

- a) illness or injury of the nurse;
- b) illness or injury of spouse, dependent children, dependent parents, or domestic partner;

- c) physician office visits, procedures or exams; and,
- d) dentist office visits, procedures, or exams.

Sick leave may not be substituted for any period of time while a nurse is on any other approved leave of absence, including, but not limited to PTO or personal leave.

**Section 5.** The Hospital may require a nurse to furnish a written signed statement by a medical provider to justify the use of sick leave. The Hospital may require a certificate stating the nature of the illness or injury from a licensed physician for purposes of determining whether sick leave is justified. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action.

**Section 6.** Where sick leave is requested to care for a member of the immediate family, (spouse, domestic partner, dependent parents, or dependent children), the Hospital may require a physician's certificate to the effect that the presence of the nurse is necessary to care for the family member in question.

**Section 7.** For purposes of this Article, the term "dependent" means a qualifying child or qualifying parent as defined by IRS guidelines Publication 501. The term "domestic partner" is defined as a person, other than a spouse, with whom one cohabits and shares financial responsibilities and a common domestic life, but neither is joined by a traditional marriage. A completed and notarized Affidavit of Domestic Partner form is available from and must be on file with the Human Resources Department.

**Section 8.**

Any nurse who calls in sick during the qualifying period, regardless of benefit usage, will not qualify for this incentive. All nurses covered by this Agreement who have completed twelve (12) months of continuous service from their last date of employment shall be eligible for an attendance incentive benefit as follows: a nurse who regularly works seventy-two (72) hours or more per pay period, and who has not been absent or utilized sick leave during each qualifying period will be entitled to up to twelve (12) hours corresponding to their regularly scheduled shift of PTO to be charged to accrued sick leave or will be entitled to a four hundred (\$400.00) for a eight (8) hour shift, five hundred (\$500.00) for a ten (10) hour shift, and six hundred (\$600.00) for a twelve (12) hour shift lump sum cash payment in a separate check. Upon written request, payment will be made in the scheduled pay run for the first pay period following the qualifying period. Choice of, and conversion of such benefit shall be at the option of the nurse, and shall be requested within forty-five (45) calendar days after the qualifying period or such benefit shall be forfeited.

The qualifying period shall begin with pay period one (1) and continue through pay period eight (8). The next qualifying period shall begin with pay period nine (9) and continue through pay period seventeen (17). The next qualifying period shall begin with pay period eighteen (18) and continue through the last pay period of the year. Subsequent qualifying periods will reflect the same periods of time during each year thereafter.

Part-time nurses who are scheduled to work over forty (40) hours, but less than seventy-two (72) hours, in any two (2) week period shall be entitled to one-half (½) the full-time benefit if they otherwise meet the qualifications of this Section.

All part-time nurses scheduled to work under forty (40) hours per pay period shall receive a gift certificate pursuant to the requirements of this Section.

2025	Qualifying Period End Date	Written Request By	Pay Date Processed	Last Date for Requests (45 days)
2024 pay 18- Last pay	12/28/2024	01/11/2025	01/16/2025	02/11/2025
Pay 1-8	04/19/2025	05/03/2025	05/08/2025	06/04/2025
Pay 9-17	08/23/2025	09/06/2025	09/11/2025	10/06/2025
Pay 18-Last pay	12/27/2025	01/10/2026	01/15/2026	02/10/2026
2026				
Pay 1-8	04/18/2026	05/02/2026	05/07/2026	06/03/2026
Pay 9-17	08/22/2026	09/05/2026	09/10/2026	10/04/2026
Pay 18-Last pay	12/26/2026	01/09/2027	01/14/2027	02/09/2027
2027				
Pay 1-8	04/17/2027	05/01/2027	05/06/2027	06/02/2027
Pay 9-17	08/21/2027	09/04/2027	09/09/2027	10/04/2027
Pay 18-Last pay	12/25/2027	01/08/2028	01/13/2028	02/08/2028
2028				
Pay 1-8	04/15/2028	04/29/2028	05/04/2028	05/30/2028
Pay 9-17	08/19/2028	09/02/2028	09/07/2028	10/02/2028

## **Section 9.**

Except as provided in Section 8, no nurse shall receive payment for sick leave accrual upon retirement or when employment with the Hospital terminates.

All nurses hired after the ratification of this contract may accrue up to 480 hours maximum sick leave.

Nurses employed on the date of ratification of this contract may accrue up to a maximum of 480 hours of sick leave. Nurses who have accrued over 480 hours sick leave will not lose their sick banks, but will keep current banks until used. If the bank drops below 480 hours they will not accrue over that amount.

Short term disability insurance will be provided at no cost to the nurses following ratification of this agreement.

## **ARTICLE 15**

### **Other Leaves**

**Section 1.** Seniority shall continue to accrue during all authorized paid and military leaves of absence.

**Section 2.** Leaves of absence may be granted by the Hospital without pay to attend conventions or other meetings of ONA/ANA. The number of nurses authorized to attend any such convention or meeting will be contingent upon the needs of patient care at the time, as determined by the Hospital.

**Section 3.** Nurse(s) required to serve on jury duty on any regularly scheduled work day shall be excused for the days on which she serves providing he/she reports for work by telephone or otherwise on every day, including portions thereof, she is excused from jury duty. Nurse(s) who serve on jury duty and who are eligible for payment under this Section shall receive their regular rate of pay for the day provided she serves or is excused from reporting to work by the Hospital. The Hospital will excuse evening shift nurses from work upon report if the nurse has served more than four (4) hours on jury duty. Additionally, nurses who work the third shift shall be released from the nurse's scheduled shift which proceeds each day of jury duty service. Nurse(s) shall provide evidence to the Hospital that the nurse did serve on jury duty. Time spent on jury duty shall count as time worked for all economic and seniority benefits under this Agreement.

**Section 4.** A nurse who is called for service as a witness, in his/her capacity as a registered nurse and in his/her capacity as an employee of the Hospital, for trial or deposition shall be accorded the benefits as specified in Section 3, provided the nurse serving as a witness meets the eligibility and reporting requirements of Section 3.

**Section 5.** Nurses with at least six (6) months of continuous service may request an unpaid educational leave of absence not to exceed one (1) year. Said leave will only be granted for nurses enrolled full time and who maintain satisfactory academic performance, i.e., a "C" average.

**Section 6.** Leaves of absence may be granted by the Hospital to nurses for reasons other than those stated above, as determined by the Hospital. In cases of adoption, leave shall be granted in accordance with the Hospital's policy relating to the Family and Medical Leave Act.

**Section 7.** All nurses shall in cases of illness, injury, pregnancy or pregnancy-related disability, and adoption/foster care be granted a leave of absence upon written request supported by medical evidence satisfactory to the Hospital for the full period of disability, but not to exceed eighteen (18) months. Upon the expiration of the leave of absence, the nurse will be returned to his/her former position and shift if available, or a position in the same classification and pay status, except as provided in Article 15, Section 8.

**Section 8.** If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Hospital may cancel the leave and direct the employee to return to work immediately.

**Section 9.** The parties recognize that whenever the Agreement leave benefits are more generous than the requirements of the Federal Family and Medical Leave Act of 1993, (FMLA), the Agreement shall apply. The Hospital agrees to fully comply with the requirements of the FMLA.

**Section 10.** With respect to leaves not qualifying under the Family Medical Leave Act (FMLA) of thirty (30) calendar days or less, the nurse will be returned to his/her former position and shift.

For leaves exceeding thirty (30) calendar days not qualifying under the FMLA, there shall be no guarantee of returning the nurse to his/her former position and shift, however, the Hospital shall use its best efforts to return such nurse to his/her former position and shift at the expiration of such leave.

With respect to leaves qualifying under the FMLA, the nurse will be returned to his/her former position and shift pursuant to the provisions of the FMLA.

**Section 11.** Nurses who are members of a military reserve component shall be eligible for a leave of absence pursuant to State and Federal laws. Written military orders must be presented to the Unit Nursing Director upon receipt. The nurse may, but shall not be required to, use PTO to the extent available during his/her military leave.

**Section 12.** In the event of the death in the immediate family (defined as spouse, child, stepchildren, father, mother, step-father, step-mother, grandparents, grandchildren, grandparents of spouse or domestic partner, brother, sister, aunt, uncle, father-in-law, mother-in-law, legal dependents, daughter or son-in-law, sister or brother-in-law, and

domestic partner as defined in Article 14, Section 7) a nurse will be granted a leave of absence with pay up to three (3) scheduled work days to attend the funeral and handle related matters. This period is for normal working days scheduled between the date of death and through the second day following the funeral. If a death occurs while a nurse is scheduled for PTO or personal time and the nurse would otherwise be entitled to bereavement pay, bereavement pay will be substituted. The nurse will be credited for the PTO that would otherwise be taken as bereavement leave. Nurses who are on any other type leave will not be entitled to bereavement leave pay. Pay provided for under this Section shall be computed at the nurse's regular straight time hourly rate, less differentials, if any, and will not be used for computing overtime.

The Hospital reserves the right to require proof of relationship to the deceased and proof of attendance at the funeral as a prerequisite for payment of benefits provided for under this Section. A nurse's use of bereavement/funeral leave under the terms of this Section shall not preclude the nurse from entitlement to incentive pay under Article 14, Section 8, of this Agreement.

Based upon the circumstances, and if scheduling permits as determined by the Hospital, a nurse, if requested, may be granted additional time off for bereavement leave which may be offered as either unpaid, PTO leave to the nurse.

**Section 13.** A nurse with a temporary injury may, at the discretion of the Hospital, be eligible for transitional work. The decision as to whether a nurse is placed in a transitional work position shall be determined on a case-by-case basis depending on position availability within the Hospital. A nurse in the transitional work program will maintain his/her regular rate of pay and benefits while in the program. If a nurse is temporarily assigned to a non-bargaining unit position under this program, she shall retain all rights and obligations of bargaining unit membership.

## **ARTICLE 16**

### **Discipline**

**Section 1.** The Hospital shall have the right to discipline a nurse for just cause. Depending on the seriousness of the offense and all other relevant factors, disciplinary action for just cause may extend from a minimum penalty of oral warning to a maximum penalty of immediate discharge. A nurse who is to be disciplined shall be given a copy of the disciplinary action notice at the time such action is taken against his/her. Should the Hospital require the nurse to sign the discipline, such signature shall only acknowledge receipt thereof with the understanding that the nurse's signature does not indicate concurrence with the contents thereof.

Discipline is to be generally corrective in nature and not punitive.

**Section 2.** The Hospital shall notify the local unit representative in writing when any written disciplinary action is taken against a nurse. The Hospital shall make a reasonable effort to mail such notice to the local unit representative within twenty-four (24) hours after the written disciplinary action is taken. The notice shall specify as follows: "This is to notify you that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, written disciplinary action was taken against \_\_\_\_\_\_. The disciplinary action did/did not involve either suspension or discharge."

The above written notice shall be sent to the ONA staff person for any disciplinary action involving suspension or discharge. Such notice shall be a courtesy copy and failure of ONA to receive such a copy shall not be grounds to set aside or modify the discipline in question.

**Section 3.** The Hospital recognizes the right of a nurse to appeal disciplinary action through the Grievance Procedure provided for in this Agreement.

**Section 4.** The Hospital shall advise a nurse of his/her right to the presence of an ONA local unit representative at any meeting at which disciplinary action may take place. If an ONA local unit representative is not available, the meeting will be postponed for a reasonable period of time until a unit representative is available.

**Section 5.** In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by the ONA where the nurse affected was unable to file a grievance due to discharge or suspension which prohibits the nurse from coming onto Hospital property.

**Section 6.** Disciplinary action taken against any nurse which is more than two (2) years old shall be a matter of record but shall not be relied upon in any subsequent disciplinary action, provided the nurse is not in progressive discipline at the same time such two year period expires, in which case such time period shall be extended for the length of time of the current discipline.

If ONA, in any grievance or arbitration proceeding, raises a nurse's tenure year of employment at the Hospital as a defense or as a mitigating factor to reduce any discipline, the time limitation periods provided for in this Section shall not be applicable and the Hospital shall be permitted to refer to any discipline given to the nurse at any time during his/her tenure year employment of the Hospital.

## **ARTICLE 17**

### **Work Rules**

**Section 1.** The Hospital shall retain the right to establish reasonable work rules not inconsistent with any provision of this Agreement.

## ARTICLE 18

### Grievance and Arbitration Procedure

**Section 1.** For purposes of this Agreement, the term “grievance” is defined as a disagreement between the Hospital and a nurse, or between the Hospital and the ONA concerning the interpretation and/or administration of, or compliance with, any provisions of this Agreement. All members seeking to file a grievance shall first attempt to resolve the matter by specifically discussing it with a Unit Nursing Director. A nurse shall have the right to ONA representation at any step of the grievance procedure. When any such grievance does arise, the following procedure shall be followed:

**Step 1.** A nurse who has a grievance shall, within seven (7) working days of the event which gave rise to the grievance, first attempt to settle the disagreement by a formal meeting with the nurse’s immediate Nursing Director or designee. The grievance shall provide a statement of the facts, the section/article alleged to have been violated, when the incident occurred, contain the nurse signature, and the remedy requested. Within seven (7) working days of receipt of the grievance the immediate Nursing Director, nurse, and ONA local representative shall meet to discuss the event upon which the grievance is filed.

The Nursing Director shall give his/her written answer to the grievant and ONA local representative, in writing within seven (7) working days after the meeting.

**Step 2.** If the grievance is not satisfactorily settled in the manner provided for in Step 1, the grievant, or ONA local representative may, within seven (7) working days following the receipt of the Nursing Director’s answer, file with the Vice President of Patient Services a written appeal. The Vice President of Patient Services shall meet with the grievant and the ONA local representative within seven (7) working days of receipt of the appeal to discuss the events upon which the grievance is filed. The Vice President of Patient Services shall provide a written response to the written appeal within seven (7) working days following the meeting or receipt of the written grievance, whichever is later.

**Step 3.** If the grievance has not been resolved at Step 2, then it may be appealed, within seven (7) working days, to the VP of Human Resources or designated representative, and shall state the reasons for the appeal. Unless the time is extended by mutual agreement, the grievant, ONA local representative, ONA staff representative the VP of Human Resources and the Chief Nursing Officer, or designee, shall meet within seven (7) working days

following the presentation of the grievance to the Vice President of Human Resources. The Vice President of Human Resources shall give written response to the grievant, ONA local representative, and the ONA staff representative within seven (7) working days after such meeting.

Step 4. Mediation. If the grievance is not resolved at Step 3, it may be presented to a mutually chosen Federal Mediation and Conciliation Service mediator at a mutually scheduled grievance mediation session. The request shall be made, in writing, within ten (10) working days after the Vice President of Human Resources has given a written answer or the time limit for giving an answer expires. The Parties agree they will make every effort to provide each other with any and all information, which will facilitate the resolution of the outstanding grievance. At the grievance mediation session, the mediator shall hear all issues presented by both parties and aid in creating alternative options to resolve the grievance. Any grievance settlement, be it a compromise between the parties, and/or a fully or partially granted or withdrawn grievance, shall be in writing and signed by both parties at the grievance mediation session. Any settlement discussions held in the course of the grievance mediation process shall be considered confidential.

Step 5. In the event a grievance is not satisfactorily settled in Step 4, ONA may request arbitration by giving the Hospital written notice of its desire to arbitrate within fourteen (14) working days of the Hospital's answer at Step 4, in which event the grievance shall be arbitrated in accordance with the following procedure:

ONA shall request the Federal Mediation and Conciliation Service or, by agreement of the Hospital, the American Arbitration Association to furnish a list of seven (7) arbitrators from which the parties shall select an impartial arbitrator. After receiving the list, an arbitrator shall be selected by each party striking in turn one name at a time from the list of seven (7) names. The name remaining on the list after each party has exercised its strike shall become the arbitrator.

The expense of the arbitrator as well as other joint expenses shall be borne equally by the ONA and the Hospital, except each shall pay its own cost for the transcript of the record, if ordered separately.

**Section 2.** Any grievance which has not been assigned to an arbitrator within one hundred fifty (150) calendar days from the date of the request for arbitration shall be withdrawn without precedent.

**Section 3.** If arbitration is invoked pursuant to this Article, an arbitration hearing shall be conducted by an arbitrator selected by the parties. At the conclusion of such hearing, and after the completion of such briefing schedule agreed to the parties, the arbitrator shall render a written decision. Such decision shall be issued within thirty (30) calendar days of receipt of the last brief of the parties. The decision of the arbitrator shall be in writing, shall include findings of fact and state which Article(s) and Section(s), if any, of the Agreement has been violated, or which statutes, rules, regulations, if any, have been violated and provide for a remedy, if required, including a rationale for such remedy. The decision of the arbitrator shall be final and binding upon all nurses, ONA and the Hospital.

The arbitrator shall not modify, rescind, amend or add to the terms of the collective bargaining agreement of the parties.

In determining the amount of back pay, if any, the arbitrator shall deduct from any award the sums received from unemployment compensation and any other compensation received from other employers while the employee was not working at the Hospital.

**Section 4.** The time limitations provided for in this Article may be extended by mutual agreement of the Hospital and ONA. Working days as used herein shall not include Saturdays, Sundays or holidays. Any disposition of a particular grievance accepted by ONA shall be final and conclusive and binding upon the grievant, the Hospital, and ONA, with reference to the specific individuals, dates and subject matter involved in said grievance. A grievance not answered within the time limits set forth herein shall automatically advance to Step 2, or Step 3, as the case may be provided, however, there shall be no such automatic advance to arbitration. A grievance not presented nor advanced within the time limits set forth herein shall be considered no grievance.

**Section 5.** A grievance which involves the disciplinary suspension or discharge of a nurse may initially be presented at Step 3 of Section 1.

**Section 6.** A reasonable amount of time during working hours, without loss of pay, which does not interfere with the operations of the Hospitals, will be granted to a nurse processing a grievance hereunder.

## **ARTICLE 19** **Professional Employment**

**Section 1.** In seeking new or additional nurses, the Hospital shall first offer employment to those of its nurses who may then be on layoff status in accordance with the seniority provisions of this Agreement.

**Section 2.** There shall be no discrimination either by the Hospital or ONA against any

nurse or applicant for employment in any manner relating to employment because of race, color, creed, national origin, sex, age, sexual orientation, disability, or on account of membership or non-membership in, or activity on behalf of ONA, except as provided in Article 4, Section 1, and Article 6, Section 1.

**Section 3.** Because of the increased complexity of health care and changing patterns in the delivery of health care, the Hospital and ONA recognize that individual nurses may not have the education and/or experience to function optimally on nursing units for which they have not been adequately prepared. A nurse has the responsibility to decline to carry out a directive or assignment to be beyond the nurse's competency.

**Section 4.** The Hospital recognizes the right of a nurse to subscribe to the ANA Code for Nurses, adopted by the American Nurses Association in 1950, as revised, and supports and endorses individual subscription to this Code. However, the ANA Code for Nurses is not a term or condition of employment under this Agreement. Since by law, the Hospital is ultimately responsible for all patient care performed within the Hospital, ONA recognizes that neither the Hospital, nor the Hospital's administration, clinical staff, nor any of its other employees shall be governed by the ANA Code for Nurses.

**Section 5.** The Hospital shall continue to convene a Nursing Advisory Committee made up of the Vice President of Patient Services or designee and up to three (3) other representatives selected by the Hospital and up to five (5) ONA representatives, at least three (3) of which must be ONA registered nurses employed by the Hospital and selected by the ONA. One of the ONA registered nurse representatives on this committee shall be a nurse employed by the Hospital who is serving on the MRH Staffing Committee.

**Section 6.** The purpose of the Committee is to provide a method of communication between the Hospital and registered nurses regarding matters of mutual concern and interest including but not limited to ways and means to improve nursing practices and patient care. The objective of this committee will be to communicate information in an advisory capacity only.

**Section 7.** The Nursing Advisory Committee will meet quarterly, or more frequently upon mutual agreement of the parties.

- a) The Committee will establish its meeting times and procedures.
- b) Registered nurses covered by the terms of this Agreement who serve on this Committee will be reimbursed at their appropriate rate of pay for those hours spent at Committee meetings. Either the ONA or the Hospital, by mutual agreement, may invite the voluntary presence of any Hospital employee whom it feels will assist in the preparation of views on any matter of discussion
- c) Agenda matters proposed for discussion shall be distributed to

the members of the committee at least seventy-two (72) hours prior to the start of the meeting and may include but not be limited to: Staffing (including a sampling of weekly staffing information), Human Resources Policy changes/proposals, Recruitment, HCAHPS Scores, Patient Satisfaction Scores, Low Census (including quarterly LC hours by unit hours/nurse upon request), Overtime (including quarterly hours by unit hours/nurse upon request), Health and Safety, New Service Potentials, Proposals, Trends, etc.

**Section 8.** Because the meeting of the Advisory Committee is for the purpose of communication only, the participants shall not be empowered to effect the change of any of the terms of this Agreement or any other matter affecting the employment relationship between the Hospital and any nurse without the mutual consent of the Hospital and ONA. In no case shall the Committee discuss or consider any matter subject to the grievance and arbitration procedures of this Agreement.

**Section 9.** The parties recognize that the Committee is one of many committees which presently exist in the Hospital. The parties further recognize the function of this Committee is not to be duplicative of any other committee. Matters which may come before it which are within the purview of any other committee shall, where appropriate, be referred to that committee for consideration. The Hospital will ensure that the Committee receives appropriate feedback.

**Section 10.** Nurses shall have the right to review and photocopy their personnel records by appointment once every six (6) months, and also after a nurse's grievance has been filed at Step 2 of the Grievance Procedure.

**Section 11.** All nurses shall be evaluated at least annually by a Nursing Director having direct knowledge of the nurse's performance. Each nurse shall indicate receipt of the evaluation by signature and shall be given a copy of the evaluation for the nurse's records if requested. The nurse shall sign the evaluation solely to evidence receipt thereof and with the understanding that his/her signature does not necessarily indicate concurrence with the contents thereof. The nurse shall have the right to submit a written answer to any areas with which she is in disagreement and the evaluator shall indicate receipt of the answer with his/her signature.

**Section 12.** All nurses will follow the Hospital's policies regarding maintaining up to date certifications, licensures, and mandatory training(s) that are required. The nurse who fails to achieve certification, licensure, or does not complete mandatory training(s) will be removed from the working schedule until the renewal has been verified as up to date or the mandatory training(s) has been completed.

Employees are required to furnish the organization with all certifications, licensures, and diplomas that are required for their scope of duties for the position for which they are working. The regulatory requirements for each position will be maintained on each position's job description. All certifications and licensures will be verified by a primary source verification. A printout of the verification will be placed in the employee's education file. Once the certification or license has been verified, the information will be entered into the Human Resources data tracking system to ensure all staff will be notified for renewal prior to the expiration date(s). Any license or certification found to be expired, or mandatory training that has not been completed will prompt contact to the Supervisor to remove the nurse from the working schedule until the license, certification or training has been verified as up to date.

**Section 13.** The Hospital shall maintain reasonable conditions of safety, health and sanitation. Employees shall not be required to work under unsafe or hazardous conditions, or to be placed in an unsafe working environment.

## **ARTICLE 20** **Termination of Employment**

**Section 1.** A nurse who resigns shall give the Hospital at least four (4) calendar weeks written notice, addressed to the Vice President of Patient Services.

**Section 2.** In all cases of termination, there shall be a termination interview whenever possible prior to the termination, with the Vice President of Patient Services or Vice President of Human Resources at the discretion of the nurse.

**Section 3.** Nurses are obligated to return all Hospital property on the last actual working day before receiving their final check.

**Section 4.** A nurse giving the notice required in Section 1 above may be permitted to work the complete notice period and, if not, will be paid the balance for such notice period, unless terminated for just cause.

**Section 5.** On termination of employment, a nurse shall receive pay for accrued PTO under the provisions of this Agreement. Payment, if any, shall be made with his/her terminal paycheck. In the event of the death of a nurse, his/her accrued PTO pay shall be paid to his/her estate. The Hospital shall provide such payment in a separate check from the nurse's regular paycheck.

## **ARTICLE 21** **Holidays**

**Section 1.** Nurses who have completed their probationary period shall be entitled to the

use of PTO for the following holidays:

New Year's Day	January 1st
Memorial Day	Fourth Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

PTO time can be entered for these Holidays up to the maximum amount of hours normally scheduled for the holiday (i.e. 8 hour shift= 8 hours), regardless of whether or not the nurse works the holiday pursuant to Section 3, below.

**Section 2.** Holidays shall be celebrated on the actual date on which they occur, irrespective of the day of the week on which they fall from year to year. Holiday premium pay for the purposes of this Article shall start at 7:00 p.m. the day before the day of the actual Holiday and end at 11 p.m. on the actual day of the Holiday. The Hospital shall have the right to schedule a nurse to work a maximum of four (4) holidays per calendar year.

**Section 3.** Nurses shall receive premium pay for working on the observed holiday on the following basis:

- a) All nurses who work on a holiday listed in Section 1 above and work any part of the observed Holiday as outlined in Section 3 above, shall receive premium pay of one and one-half (1½) times their base rate of pay, plus appropriate shift or weekend differential, if any, for all actual hours worked on such observed holiday.

**Section 4.** To be entitled to use PTO for holiday pay, nurses must be on the active payroll, namely not on a leave of absence or layoff, during the week in which the holiday falls and must have worked their last completed scheduled shift prior to, and their last completed scheduled shift following the holiday, unless prior authorization is secured from the nurse's immediate director or in the event of unusual circumstances, proper subsequent excuse is shown.

## **ARTICLE 22** **PTO**

**Section 1.** All nurses covered by this Agreement shall be eligible for PTO with pay each year based upon their cumulative length of continuous service. A day of PTO shall be

based on the nurse's regularly scheduled hours (i.e., FTE status, and regularly scheduled shift), including shift differential, if any. To be entitled to PTO pay, nurses must be on the active payroll, namely not on a leave of absence or layoff, during the week in which the PTO falls and must have worked their last completed scheduled shift prior to, and their first completed scheduled shift following the PTO, unless prior authorization is secured from the nurse's immediate director or in the event of unusual circumstances, proper subsequent excuse is shown.

**Section 2.** All nurses shall be granted PTO with pay, subject to the conditions set forth in this Article, based upon their length of continuous service as follows:

PTO Accrual (Vacation, Personal, and Holidays)

Years (LTD Hours)	Year	Accrual Rate X Hours worked	Max	X2	Hours
0-2	0	0.0872	362	362	362
	1				
2-4	2	0.0949	395	395	395
	3				
4-6	4	0.1026	427	427	427
	5				
6-8	6	0.1102	458	458	458
	7				
8-10	8	0.1179	490	490	490
	9				
10+	10	0.1256	522		522

**Section 3.** A nurse who desires to receive PTO pay during time off for illness or injury shall receive such upon written request, except a nurse may elect to receive either sick pay or PTO pay, but not both.

**Section 4.** A nurse who requests his/her PTO check at least two (2) weeks in advance of a scheduled PTO shall be issued a separate check on or before his/her last scheduled day of work.

**Section 5. PTO Scheduling**

- a) Requests for PTO of 36-40 consecutive working hours which will commence and end between May 15 and September 15 of any year shall be made by a nurse in writing prior to March 15 of the same year. PTO shall be approved in writing by March 31. Conflicts in choices within nursing units will be resolved on the basis of Hospital seniority within the nursing unit. Conflicts arising on or after March 15 will be resolved by

granting the junior nurse his/her choice of any open period between May 15 and September 15. The Hospital shall post a PTO schedule for the period May 15 to September 15 by March 31 of each year. Such approved PTO shall be posted on each unit in order to facilitate selections by the remaining bargaining unit nurses.

- b) Any other request for PTO outside of “prime time “shall be made by a nurse in writing at least five (5) weeks in advance, or more, of the requested commencement date of the PTO. The Hospital shall approve or disapprove the request within two (2) weeks of its receipt. Approval will be granted on the basis of order of application and not on the basis of seniority. The nurse shall not be required to find his/her own coverage.
- c) PTO requests will be granted for one nurse, per shift, per unit and in accordance with the provisions of this Agreement. All additional requests will be considered and may be granted provided unit and shift coverage needs are met.

**Section 6.** Any probationary nurse under this Agreement shall accrue PTO except that no PTO will be paid nor time off allowed during the probationary period. Upon successful completion of the probationary period, a nurse shall be entitled to accrued PTO benefits. Any nurse terminated within the probationary period shall be paid no accrued PTO benefits.

**Section 7.** The Hospital shall continue to provide the amount of each nurse’s PTO accrual in the payroll system. All inquiries concerning PTO accrual shall be directed to the payroll department.

**Section 8.** **Donation of Time.**

An employee who is without paid leave time and who suffers from a serious and catastrophic health condition may request donation of sick time, vacation time, and personal time from volunteers, subject to the following:

- a. Any employee who believes that she may be an eligible donee shall submit a written request that is also signed by the local unit chair to the Vice President of Patient Services.
- b. The Vice President of Patient Services and the Vice President of Human Resources, applying their judgement (expected to be subjective in terms of definition), shall decide whether the employee’s request shall be circulated. If the employee’s request is approved, the local unit chair, or designee, shall circulate the request to nurses in

the bargaining unit.

- c. If the Vice President of Patient Services and the Vice President of Human Resources decide not to approve the donee's request, that decision shall not be grievable.
- d. Each nurse will decide, individually, whether or not to donate. No decision by any nurse is subject to challenge.
- e. Neither those donating, nor those not donating, nor the amounts donated shall be published.
- f. If donations are made, the donee may use the donations, for as long as those donations remain available and for as long as the donee continues to qualify, as determined by the Vice President of Patient Services and the Vice President of Human Resources. Such decisions by Hospital representatives shall not be grievable.
- g. Amounts of donated time shall not exceed twelve (12) hours of sick time per donor nurse per calendar year. Nurses may donate any earned and accrued amounts of vacation and personal time. Donated time shall not be paid back or returned to the donors and all donors shall sign a written release for any donated time. The donee shall use the donations (in terms of sick time hours, vacation hours, and personal day hours) at the donee's rate of pay.
- h. Donations of time shall be no less than twelve (12) hour increments.
- i. If a nurse donates sick time that is utilized by the donee employee, the donor nurse shall be eligible for the attendance incentive in Article 14, Section 8 of this agreement for the qualifying period in which the donation was made.

## **ARTICLE 23**

### **Salary**

**Section 1.** All nurses covered by the terms of this Agreement shall be paid in accordance with the schedule in Wage Appx A, effective pay 14, 2025 ("year one"). Effective 1/1/2025, nurses will be placed at the step that corresponds to their RN licensure date. If a nurse's year one base wage increase does not exceed two dollars (\$2.00) per hour, the nurse shall receive a "red circle rate" equivalent to a base wage increase of two dollars (\$2.00) per hour. The nurse shall receive the red circle rate, plus other scheduled wage increases, until his/her wage rate exceeds his/her red circle rate.

Each nurse shall advance to the next higher step in the wage progression on the anniversary date of their date of hire as a nurse. Effective pay 14, 2026, nurses shall be paid according to Wage Appendix A, which represents an across the board 3% increase from the prior year. Effective pay 14, 2027, nurses shall be paid according to Wage Appendix A, which represents an across the board 3% increase from the prior year. Effective pay 14, 2028, nurses shall be paid according to Wage Appendix A, which represents an across the board 3% increase from the prior year.

## WAGE APPENDIX A

Step	2025	2026	2027	2028
Start	\$36.85	\$37.96	\$39.09	\$40.27
1	\$37.34	\$38.46	\$39.42	\$40.60
2	\$37.84	\$38.98	\$39.95	\$41.15
3	\$38.34	\$39.49	\$40.48	\$41.69
4	\$38.85	\$40.02	\$41.02	\$42.25
5	\$39.37	\$40.55	\$41.56	\$42.81
6	\$39.89	\$41.09	\$42.11	\$43.38
7	\$40.42	\$41.63	\$42.67	\$43.95
8	\$40.96	\$42.19	\$43.24	\$44.54
9	\$41.50	\$42.75	\$43.81	\$45.13
10	\$42.06	\$43.32	\$44.40	\$45.74
11	\$42.61	\$43.89	\$44.99	\$46.34
12	\$43.18	\$44.48	\$45.59	\$46.95
13	\$43.76	\$45.07	\$46.20	\$47.59
14	\$44.34	\$45.67	\$46.81	\$48.22
15	\$44.93	\$46.28	\$47.43	\$48.86
16	\$45.52	\$46.89	\$48.06	\$49.50
17	\$46.13	\$47.51	\$48.70	\$50.16
18	\$46.74	\$48.14	\$49.35	\$50.83
19	\$47.37	\$48.79	\$50.01	\$51.51
20	\$48.00	\$49.44	\$50.68	\$52.20

Nurses who would advance to step twenty-one or higher in 2025, 2026, 2027, and 2028 will receive a lump sum bonus of sixty cents (\$0.60) per hour for all compensated hours from January 1 through the last day in the pay period in December. To qualify for such lump sum experience payment, a nurse must have been employed at the Hospital for the entire previous year and remain employed when the lump sum payment is issued. The lump sum payment will be issued in a separate check in the second pay period in January 2025, 2026, 2027 and 2028.

\*\*\*Nurses who are on Step 13 on the wage scale on January 1, 2024 will receive a lump sum payment of \$0.60 per hour for all compensated hours from January 1 through the last pay period in December.

**Section 2.** A nurse who has a specialty certificate recognized by the Hospital as set forth in Exhibit A attached hereto shall receive a differential of two dollars (\$2.00) per hour

added to his/her normal hourly rate when the nurse has presented evidence of such certification satisfactory to the office of Human Resources. The Hospital shall also reimburse a nurse up to three hundred dollars (\$300.00) for tuition and fees for a course of study taken to obtain certification for the unit where the nurse is working, provided however, (i) proof of the certification sought is presented and (ii) such reimbursement shall be available to maintain, but not reinstate, certification subject to the further limitations outlined herein.

A nurse is eligible for up to two (2) certifications differential and the differential will be paid only for the applicable period of active certification and only if the nurse is regularly working in the specialty area.

A nurse who receives his/her B.S.N. or a higher nursing degree shall be eligible, beginning the first pay period after presenting evidence of such degree (i.e. diploma or affidavit) thereof satisfactory to the office of Human Resources, to receive a differential of one dollar (\$1.00) per hour and an additional dollar per hour for an M.S.N. However, a nurse who has both a B.S.N. or higher nursing degree and qualifies for certification pay shall not receive more than six dollars (\$6.00) per hour as a result of qualifying for both a certification and nursing degree differential.

**Section 3.** The Hospital agrees to pay a shift differential of twenty percent (20%) of a nurse's regular rate of pay for all hours worked after 3:00 pm until 7:00 am for all nurses employed.

**Section 4.** For a nurse who works between the hours of 7:00 p.m. Friday and 11:00 p.m. Sunday the Hospital agrees to pay a weekend differential of four dollars and fifty cents (\$4.50) per hour in addition to his/her regular rate of pay and shift differential if appropriate. Weekend differential shall not apply to nurses reporting from on-call status to work any hours on a weekend.

Any nurse who works his/her normal and required weekend shifts within a pay period, (eight (8), ten (10) or twelve (12) hours), as provided for in Article 10, Section 5, and works an additional consecutive four (4) hour increment of any shift on the weekend as defined in this Section shall be entitled to a weekend bonus of twenty dollars (\$20.00) in addition to the weekend wages as provided for above for each such consecutive four (4) hour period worked. These amounts shall be paid in addition to crunch pay as described in Article 11, Section 9.

PRN nurses who work a minimum of sixteen (16) weekend hours in a pay period as defined in this Section shall also be entitled to the bonus weekend pay provided they meet the additional weekend work requirements outlined in the second paragraph of this Section.

**Section 5.** A nurse who is designated by the Hospital to be on-call shall be paid four

dollars and fifty cents (\$4.50) per hour for each hour spent in on-call status. If a nurse “on-call” is called in to work at the Hospital, he/she shall be paid for such hours worked at one and one-half (1½) times his/her regular rate of pay in addition to on-call pay. For purposes of this Section, Surgery and FBC shall be required to be available within thirty (30) minutes of the “on call” time and within one (1) hour for all other staff members barring unusual weather conditions. Failure to respond within the allotted time shall be cause for disallowing on-call pay.

A nurse who is called in to the Hospital to work from on-call status shall receive a minimum of two (2) hours of pay for each such call provided he/she has completed his/her shift, physically left the Hospital premises and had no request or expectancy at the time of leaving to return to work other than for scheduled hours. Further, such guarantee of hours shall not apply to requests for a nurse to report to work before his/her normal start time. Additionally, a nurse is not eligible for on-call pay when the nurse extends his/her hours beyond the conclusion of his/her regularly scheduled shift.

**Section 6.** The Hospital shall have the right to assign nurses ambulance transfer responsibilities pursuant to the Ambulance Transfer policy dated December 1, 1994. Nurses who are not on duty may only be assigned ambulance transfer duty if they agree to be called in to accept such assignment. Nurses who perform ambulance transfer duty shall be paid one and one-half (1½) times their regular hourly rate for all ambulance transfer hours worked. For purposes of this Section “hours worked” shall be defined as all hours beginning from the time of departure from the Hospital and ending at the time of return to the Hospital.

**Section 7.** A nurse who is called in to work when he/she is not regularly scheduled and not in on-call status under Section 5 above shall be provided with at least four (4) hours of work or pay at the appropriate rate if he/she reports at the scheduled time, unless he/she has been notified not to report to work, or unless the nurse at his/her own request or due to his/her own fault, is not put to work or is removed after having been put to work.

**Section 8.** Surgery/Pre-Op/Recovery staff who work beyond their normal schedule shall be paid a Stay Hours bonus of eighteen dollars (\$18.00) per hour, in addition to any overtime, and/or differentials that the nurse is eligible for; however, stay hours pay is not available to a nurse who is on call.

## **ARTICLE 24**

### **Retirement Income Benefits**

**Section 1.** The Hospital shall continue to provide to all eligible nurses a retirement plan which will comply with all provisions of applicable law. The Hospital shall maintain the same contribution percentages for employee and employer contributions for the life of this contract.

**Section 2.** The Hospital shall permit bargaining unit nurses who meet the criteria provided below to purchase health insurance coverage under the Hospital's Group Plan for themselves and their eligible dependents as defined by COBRA for up to thirty-six (36) consecutive months after the qualifying event of retirement. The cost of such health insurance coverage shall be at the COBRA-established rate for the plan selected by the nurse. For a nurse to be eligible to participate in the selected Hospital group insurance plan after the expiration of his/her COBRA rights, up to a total of thirty-six (36) consecutive months, including his/her initial COBRA eligibility coverage period, the nurse shall meet all of the following requirements:

- a) Retire at or after age fifty-five (55) and before age sixty-five (65);
- b) Have been a regular full-time or part-time employee at the time of retirement; and
- c) Have been a participant in the Hospital's health insurance plan for the five (5) years immediately preceding retirement.

In no event shall a nurse be eligible to participate in the Hospital's Group Insurance Plan for more than thirty-six (36) consecutive months after retirement provided, however, such thirty-six (36) month period may extend beyond the term of this Agreement.

## **ARTICLE 25** **Insurance**

**Section 1.** The Hospital agrees to provide to all registered nurses The Ohio PPO Connect Managed Care Plan or substantially equivalent insurance with any other carrier of Hospital choice.

**Section 2.** The cost of the Plan shall be borne by the Hospital and nurses as follows:

December 9, 2024 through December 8, 2028

- a) For full-time nurses who are regularly scheduled to work 72-80 hours per pay, -the Hospital will assume seventy-five percent (75%) of the premium cost for family coverage and seventy-five percent (75%) of the premium cost for individual coverage.
- b) Part-time nurses shall have two levels of coverage with different rates. Part time nurses are nurses who accept posted positions specifying at least forty (40) hours or more per pay period. Such nurses will receive one-half (½) of the full-time health insurance benefit pursuant to the formula below:

1. Part time rate 1 – 60-71 hours per pay.
2. Part time rate 2 – 40-59 hours per pay.
3. Part time nurses regularly scheduled to work less than forty (40) hours per pay shall not be eligible for health insurance coverage.

c). The Hospital shall have no obligation to continue to contribute to the cost of insurance under the Plan for employees engaged in any strike, sympathy strike or other work stoppage.

**Section 3.** Life Insurance in an amount equal to a nurse's annual salary shall be available to all full-time and part-time nurses. The Hospital will assume the entire premium cost of such life insurance.

**Section 4.** All nurses are entitled to the extent required by law to Unemployment Compensation benefits and Workers' Compensation benefits.

**Section 5.** The Hospital agrees to reimburse nurses who regularly work seventy-two (72) hours or more per pay period up to ten dollars (\$10.00) per month, and part-time nurses up to five dollars (\$5.00) per month for purchase of professional liability insurance.

**Section 6.** All nurses who are enrolled in the PPO shall receive the Dental Plan benefit as currently provided by the Hospital.

**Section 7.** A nurse normally scheduled to work seventy-two (72) hours or more per pay period is entitled to receive health insurance benefits on the same basis as full-time nurses.

## **ARTICLE 26** **Miscellaneous**

**Section 1.** The Hospital will continue its current practice of providing meals for nurses in its cafeteria at reduced prices. Nothing herein shall be construed to compel the Hospital to maintain the same price of meals for the duration of this Agreement.

**Section 2.** The Hospital shall offer the following discounts upon its services for nurses covered by the terms of this Agreement:

- a) For emergency treatment, the Hospital will waive emergency room/urgent care charges for each nurse covered by the terms of this Agreement, except for the professional component. In addition, the Hospital shall always have the option to seek reimbursement from the nurse's insurance carrier if the nurse is covered by insurance and no waiver of covered charges will

be made in this instance.

- b) The Hospital will waive all charges to a nurse covered by the terms of this Agreement for his/her use of the Hospital's x-ray department and laboratory services. Said discount shall not apply to the professional component nor shall it apply when insurance coverage is applicable.

**Section 3.** The Hospital will provide at least four (4) mandatory in-service programs that includes (ACLS, Cardiac Classes, NRP, PALS, etc.) for registered nurses per calendar year and shall, to the extent practical, make them available to nurses on all shifts. The Hospital will designate what constitutes an in-service program and nurses shall be required to attend at least three (3) in any calendar year. Time spent by nurses attending in-service programs shall be counted as time worked.

A nurse who does not attend a required in-service program may be subject to disciplinary action. A thirty (30) day grace period may be extended in the event of extenuating circumstances. A nurse will notify his/her Unit Director, or designee, at least seventy-two (72) hours prior to the beginning of a required in-service program where limited participants may be accommodated (i.e. ACLS, Cardiac Classes, NRP, PALS, etc.) if she will be unable to attend. Nothing in this Section shall preclude the Hospital from taking such other disciplinary action as may be appropriate in order to ensure attendance at in-service sessions. All regulatory requirements that are maintained on each positions job description are required to remain up-to-date. Any nurse not up-to-date with these requirements will be removed from the working schedule until the renewal has been verified as up-to-date.

**Section 4.** A full-time nurse who has established seniority of at least six (6) months and a part-time nurse who has established seniority of at least six (6) months and who is normally scheduled to work forty (40) or more hours per pay period and who enrolls in an accredited institution in one (1) or more courses which contribute to professional growth or who enrolls in a course of study calculated to lead to a degree in nursing shall be entitled to a percentage reimbursement of the cost for tuition, fees and books for up to twenty-four (24) credit hours per year for course work satisfactorily completed.

Reimbursement for an RN who obtains his/her BSN will be at 100% as long as a grade "C" or better is achieved and is obtained during the length of this contract.

Reimbursement for any other education that is related to a current position or future position with Mary Rutan Hospital shall be at the rate of fifty percent (50%) for a grade of "C", seventy percent (70%) for a grade of "B", and eighty percent (80%) for a grade of "A". The appropriate rate of reimbursement shall be determined by a nurse's grade point average. To be eligible for tuition reimbursement a nurse must remain a full-time or regular

part-time employee at the Hospital during the course of study and reimbursement shall be made only after successful completion of the course or courses ("C" or better). Reimbursement for books is for required textbooks only and does not include ancillary stationery materials. A nurse who participates in the tuition reimbursement program under the provisions of this Section may request the Vice President of Patient Services to adjust his/her work schedule from time to time in order to accommodate his/her study schedule. The Vice President of Patient Services will attempt to approve such schedule adjustments, subject to staffing requirements at the time of the request.

Any nurse receiving tuition reimbursement from the Hospital may be required by the Hospital to continue in the Hospital's employment for twelve (12) consecutive months after the completion of the course work covered by the tuition reimbursement payment. If the nurse leaves the Hospital's employment prior to such time period, or if the nurse's regularly scheduled hours fall below forty (40) hours in any pay period in any month in such consecutive twelve (12) month period, the nurse shall repay the Hospital monies received as tuition reimbursement for the course work in question. The nurse shall repay the Hospital one-twelfth (1/12) of such monies for each month he/she leaves prior to the fulfillment of the twelve (12) consecutive months requirement period immediately following completion of the course work and repay the Hospital one-twelfth (1/12) of such monies for each month during each consecutive twelve (12) month period in which a nurse's regularly scheduled hours for a pay period falls below forty (40) hours. Nurses on FML or LOA are not eligible for education assistance until returned to full duty.

**Section 5.** Time off at the regular rate of pay shall be granted to nurses to attend up to eighty (80) hours of professional meetings, workshops, seminars, or conferences each calendar year, sixteen (16) hours of which shall be Hospital sponsored unless otherwise excused by the Vice President of Patient Services. The Hospital at its discretion may or may not pay the cost of registration fees and expenses, except that the Hospital will assume the full cost of fees and expenses for professional meetings, workshops, seminars or conferences required by the Hospital for satisfactory completion of course work. The Hospital's response to any request to attend a professional meeting, workshop, seminar, or conference shall be made within 30 days of any such request.

A nurse may use up to his/her usual number of regularly scheduled hours for any day of professional meetings.

A nurse attending a hospital required meeting does not have this day or days counted against his/her eighty (80) hours of annual leave for professional meetings. Proof of attendance and certification of completion for professional meetings, workshops, seminars, or conferences which are not Hospital sponsored shall be submitted to their immediate Nursing Director.

**Section 6.** **Floating/Pull:** A nurse may be assigned to a unit for basic patient needs when

not in a primary staff nurse position on the assigned unit. Orientation to fire and safety policies applicable to the unit/shift will be provided by the resource nurse from the assigned unit. This shall occur when a nurse does not have the minimum qualifications of the unit where she is floated nor has she been cross-trained to the assigned unit. A nurse assigned for basic patient care will be introduced to shift staff members upon arrival. The duties expected will include basic patient care, medication administration, vital signs, emotional support, explanation of procedures, and documentation. The nurse will be co-assigned to another nurse and may also be assigned to clerical duties. When questions arise regarding the assignment of basic care, the floating nurse and/or a Nursing Director should be contacted. Nurses floated/pulled to another unit will not be assigned a team unless that nurse is trained to that patient population.

**Section 7.** The Hospital currently has a clinical ladder program in place with the participation of bargaining unit registered nurses. The program shall continue for the term of this agreement.

**Section 8.** In the interest of maintaining a professional appearance, the Hospital will supply RN's with three (3) standardized uniforms with logos with the implementation of the program and for new hires. Additional standardized uniforms may be purchased by the employee through the Hospital's vendor and must also have the MRH logo. One additional uniform set will be provided each year upon request. Nurses may exchange any uniform issued to the nurse that is tattered or is otherwise in poor condition.

**Section 9.** All RNs will have pay checks direct deposited. Paper checks will no longer be printed. The Hospital will provide an electronic system for employees to view their pay check stubs.

**Section 10.** The Hospital agrees that prior to the implementation of any AI assisted, or "virtual nursing" program that they will meet and negotiate over the effects of such program.

## **ARTICLE 27** **Definition of Agreement**

**Section 1.** The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices not incorporated herein are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices made subsequent to this Agreement will be recognized or enforceable unless committed to writing and signed by the parties as a supplement to this Agreement.

**Section 2.** It is agreed that during the negotiations leading to the execution of this Agreement, the ONA has had full opportunities to submit all items appropriate to collective

bargaining, that the ONA expressly waives its rights to submit any additional items for negotiation during the term of this Agreement irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement and that this Agreement incorporates the full and complete understanding between the parties and that any prior oral agreements or practices not incorporated herein are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices made subsequent to this Agreement will be recognized or enforceable unless committed in writing and signed by the parties as a supplement to this Agreement.

## **ARTICLE 28**

### **Separation and Savings Clause**

**Section 1.** In the event that any of the Articles or any portions thereof of this Agreement shall be declared in conflict with or violation of any State or Federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail and the remainder of this Agreement shall remain in full force and effect. The ONA and the Hospital shall meet within thirty (30) calendar days of the notice of conflict in order to negotiate a revision of the provision.

## ARTICLE 29

### Duration

**Section 1.** This Agreement dated December 9, 2024, shall continue in full force and effect without change until 11:59 p.m. on December 8, 2028. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to December 8, 2028, give written notice of the intended termination or amendment, if neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after December 8, 2024 subject to termination or amendment by either party on at least ninety (90) days' written notice prior to December 8 of any subsequent year.

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

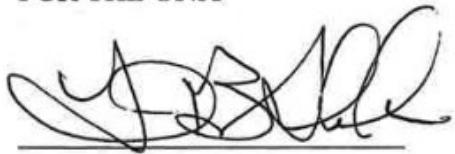
**OHIO NURSES ASSOCIATION**

**MARY RUTAN HOSPITAL**

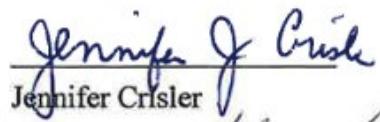
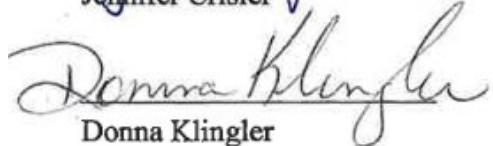
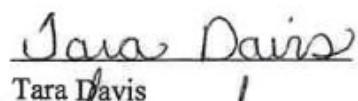


Vickie Crumley  
Vickie Crumley, CHRO

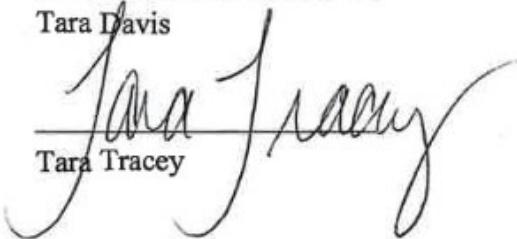
FOR THE ONA



Tom Gleba

  
Jennifer Richardson  
Jennifer Crisler  
Donna Klingler  
Tara Davis

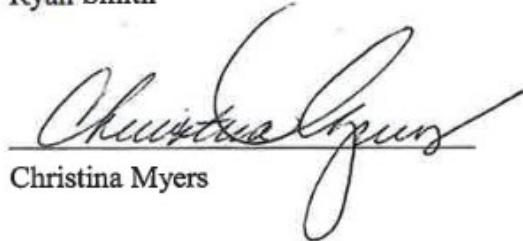
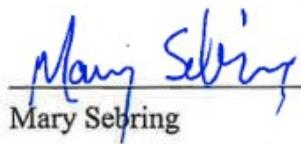
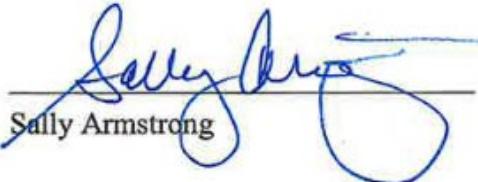
Tara Davis

  
Tara Tracey

FOR MARY RUTAN HOSPITAL

  
Ryan Smith

Ryan Smith

  
Christina Myers  
Mary Sebring  
Sally Armstrong

**MEMORANDUM OF UNDERSTANDING**  
**Cadillac Tax**

The parties agree that changes may need to be made to the Hospital's health care plan to avoid the application of the Affordable Care Act's Cadillac Tax and the Union agrees to make such changes after discussion with the Hospital.

## APPENDIX A

Ohio Nurses Association  
3510 Snouffer Road  
Columbus, Ohio 43235

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(Print last name/first name)

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(Social Security Number)

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(Street Address)

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(City/State/Zip code)

I hereby request and authorize Mary Rutan Hospital to deduct from my earnings each month such amount as is designated in writing to Mary Rutan Hospital by the Ohio Nurses Association/Mary Rutan Local Unit Nurses Association as constituting my monthly dues or service fees to said Association, and to transmit the dues or service fees so deducted to the Ohio Nurses Association at 3510 Snouffer Road, Columbus, Ohio 43235.

I shall have the right to terminate this authorization at any time upon giving Mary Rutan Hospital and the Ohio Nurses Association written notice at least thirty (30) days before such termination is to become effective.

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(Signature)

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(Date)

Revised 8/10/01, 11/17/11, 12/2024

**EXHIBIT A**  
**CERTIFICATIONS**

<b>ICCU</b>	CCRN CEN Medical Surgical Nurse
<b>OR</b>	CNOR RNFA
<b>ED*</b>	CCRN CEN CPEN TNCC
<b>FBC</b>	NAACOG American Nurses Association - Perinatal Nurses Inpatient Obstetric Nurse C-EFM (Through NCC) IBCLC
<b>PACU</b>	CPAN CNOR
<b>OP</b>	Oncology Gastroenterology Medical Surgical Nurse
<b>Med-Surg</b>	Medical-Surgical Nurse Gerontological Nurse General Nursing Practice
<b>Cardiology</b>	CCRN RCIS
<b>PAT</b>	CNOR CPAN CAPA Medical Surgical Nurse
<b>SDS</b>	Medical-Surgical Nurse CNOR CPAN CAPA

## **MEMORANDUM OF UNDERSTANDING**

Donation of Time - A nurse who is without any paid leave time (vacation, sick leave and personal days) and who suffers from a serious and catastrophic health condition may request donation of sick time, vacation time and personal times from volunteers, subject to the following:

- a. Any nurse who believes that she may be an eligible donee shall submit a written request that is also signed by the local unit chair to the Vice President of Patient Services.
- b. The Vice President of Patient Services and Vice President of Human Resources, applying their judgment (expected to be subjective in terms of definition), shall decide whether the nurse's request shall be circulated. If the nurses' request is approved, the local unit chair, or designee, shall circulate the request to nurses in the bargaining unit.
- c. If the Vice President of Patient Services and Vice President of Human Resources decide not to approve the donee's request, that decision shall not be grievable.
- d. Each nurse will decide, individually, whether or not to donate. No decision by any nurse is subject to challenge.
- e. Neither those donating, nor those not donating, nor the amounts donated shall be published.
- f. If donations are made, the donee may use the donations, for as long as those donations remain available and for as long as the donee continues to qualify, as determined by the Vice President of Patient Services and Vice President of Human Resources. Such decisions by Hospital representatives shall not be grievable.
- g. Amounts of donated time shall not exceed eight (8) hours sick time per donor nurse per calendar year. Nurses may donate any earned and accrued amounts of vacation time and personal time. Donated time shall not be paid back or returned to the donors and all donors shall sign a written release for any donated time. The donee shall use the donations (in terms of sick time hours, vacation hours and personal day hours) at the donee's rate of pay.
- h. Donations of time shall be no-less than eight (8) hour increments.
- i. If a nurse donates sick time that is utilized by the donee nurse, the donor nurse shall not be eligible for the attendance incentive in Article 14, Section 8 of this agreement for the qualifying period in which the donation was made.

OHIO NURSES ASSOCIATION

By Edward Gary Seigerst  
Edward Gary Seigerst

Date 2/18/09

MARY RUTAN HOSPITAL

By Timothy L. Froebe  
Timothy L. Froebe

Date 2-9-09

## MEMORANDUM OF UNDERSTANDING

The Hospital will strive to find as many non-overtime hours as possible for their regular full-time and part-time nurses to ensure the highest degree of quality patient care and continuity of care. The parties acknowledge; however, the importance of utilizing, from time-to-time, PRN and Agency nurses to provide coverage for nurses who have illness, injury, family reasons or approved needs to be away from the work place. Further, the parties agree, that to the extent Hospital census does not permit all nurses to work a regular schedule, a rotation system shall be utilized to distribute, as equitably as possible, low census days and hours among bargaining unit nurses.

The ONA acknowledges the current Hospital policy and procedure regarding the application of low census days and hours. If the Hospital desires to modify such policy, it shall provide, in writing, advance notice of at least sixty (60) calendar days to the ONA and the Local Unit Chair to discuss the proposed changes at the next Nurse Advisory meeting. If the ONA desires to discuss such proposed changes, it shall notify the Hospital's Vice President of Human Resources and the Hospital's Vice President of Patient Services, in writing, and the parties shall meet and confer as appropriate regarding such proposed changes. The Hospital may implement such proposed changes and mutually agreed-upon modification(s) of same upon the expiration of the sixty (60) day calendar period.

The Collective Bargaining Agreement grievance and arbitration procedures shall be available to a nurse who alleges that she was improperly given a low census day provided the nurse has first followed all of the sign-up requirements set forth in Article 13, Section 8. for the disputed low census day(s) in question.

The sole remedy for a nurse who alleges that she was incorrectly given a low census day shall be an offer to work any available schedule vacancy or an opportunity to assume an extra shift already assigned to another nurse provided the nurse is qualified for such work and further provided the work would not result in overtime. The opportunity for such work shall be in effect for four (4) weeks following the discovery of the unintentional error or a finding that the Hospital improperly gave the nurse a low census day.

The Hospital agrees to research a systematic way to track LCD hours in real time. A report related to the research information will be shared at the quarterly Nurses Advisory meeting.

OHIO NURSES ASSOCIATION

By: Danielle Murphy  
Danielle Murphy

Date 2-4-14

MARY RUTAN HOSPITAL

By: Vickie Crumley  
Vickie Crumley

Date 12-20-13

## MEMORANDUM OF UNDERSTANDING

ONA and the Hospital agree that implementation of recent changes to CMS rules governing Medicare reimbursement necessitates efforts to increase the Hospital's scores related to Value Based Purchasing (HCAHPS – Press Ganey Patient Experience measures and Service Measures for CMS) and Hospital Service Standard Press Ganey Patient Satisfaction. As part of the Hospital's overall efforts to achieve such increases, the Parties agree to the following for the collective bargaining agreement dated December 9, 2013 through December 8, 2016.

All part-time and full time nurses who are regularly scheduled to work 80% of their regular hours in the Outpatient services departments (Surgical Services, OP, Cardiology and the Cancer Center) will be eligible to receive a 0.50% bonus based on their hours worked each year for all years covered by this contract. The lump sum payment will be made on or before the last pay period ending in February of the following year for the achievement of a 90<sup>th</sup> percentile in the Press Ganey Outpatient surveys from the prior year. A nurse will only be eligible for one such bonus for one area.

All part time and full time nurses who are regularly scheduled to work 80% of their regular hours in the Emergency Department will be eligible to receive a 0.50% bonus based on their hours worked each year for all years covered by this contract. The lump sum payment will be made on or before the last pay period ending in February of the following year for the achievement of a 90<sup>th</sup> percentile in the Press Ganey Emergency Department survey results from the prior year. A nurse will only be eligible for one such bonus from one area.

All part time and full time nurse who are regularly scheduled to work 80% of their regular hours in the inpatient areas of the Hospital (3W, 4W, ICU and FBC) will be eligible to receive a 0.50% bonus based on their hours worked each year for all years covered by this contract. The lump sum payment will be made on or before the last pay period ending in February of the following year for the achievement of a 90<sup>th</sup> percentile in the Press Ganey Inpatient nursing survey results from the prior year. A nurse will only be eligible for one such bonus from one area.

Payment provided for this Memorandum of Understanding shall be issued in a payment separate from nurses' regular paychecks. In continued effort to improve Press Ganey scores, the Parties will review Press Ganey scores at Nurse Advisory meetings.

OHIO NURSES ASSOCIATION

By: Danielle Murphy  
Danielle Murphy

214/14  
Date

MARY RUTAN HOSPITAL

By: Vickie Crumley  
Vickie Crumley

12-20-13  
Date



## GRIEVANCE FORM

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

Grievant's Name:			
Work Area:			
Classification:			
Article & Sections Violated:			

Did this grievance arise from a continuing condition?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If "No", on what date(s) and time(s) did the incident(s) in the grievance occur?	
--	--

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

Brief Statement of Grievance:

Remedy Requested:

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

(Employee)

(ONA Officer)

Date of meeting/discussion with Unit Director:

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Date

Date of Step 1 Meeting: \_\_\_\_\_

**STEP 1**

**Answer of Nursing Director:**

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Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Director)

**STEP 2**

**I wish to appeal this grievance to Step 2:**

**Reason for the appeal:**

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Grievant/Steward's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Meeting date with CNO: \_\_\_\_\_

**Answer of Vice President of Patient Services:**

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

**STEP 3**

**I wish to appeal this grievance to Step 3:**

**Reason for the appeal:**

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Grievant/Steward's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Answer of President or Designee:**

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

## Code of Ethics for Nurses

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.