

A G R E E M E N T

Between

The Mercy Allen Hospital

and the

Ohio Nurses Association/AFT, AFL-CIO

April 1, 2025 to March 31, 2028

Table of Contents

ANA CODE FOR NURSES	4
AGREEMENT	4
ARTICLE 1: Recognition	5
ARTICLE 2: Management Rights	6
ARTICLE 3: Professional Practice	7
ARTICLE 4: ONA Membership	10
ARTICLE 5: Dues Deduction	11
ARTICLE 6: ONA Activity-Visitation	12
ARTICLE 7: Grievance Procedure	14
ARTICLE 8: No Strike - No Lockout	16
ARTICLE 9: Employment	17
ARTICLE 10: Probation and Orientation Period	19
ARTICLE 11: Hours of Work	21
ARTICLE 12: Overtime	23
ARTICLE 13: Seniority	24
ARTICLE 14: Leave of Absence	28
ARTICLE 15: Discipline	32
ARTICLE 16: Termination of Employment	33
ARTICLE 17: Paid Days Off	34
ARTICLE 18: Holidays	37
ARTICLE 19: Wages	39
ARTICLE 20: Insurance and Pensions	41
ARTICLE 21: Miscellaneous Benefits	45
ARTICLE 22: Weekend Program	46
ARTICLE 23: Alteration of Agreement and Waiver	47
ARTICLE 24: Duration	48
APPENDIX 1: Certifying Agencies	49
APPENDIX 2: Dues Deduction Authorization for ONA and/or Local Unit Dues	50
APPENDIX 3: Grievance Form	51
APPENDIX 4: Wage Progression Schedule	52
2025	52
2026	52
2027	52
APPENDIX 5: Spousal Eligibility Rule	53
APPENDIX 6: MOA #1	55
APPENDIX 7: Protesting of Assignment	56
APPENDIX 8: MOA #2	60
APPENDIX 9: MOA #3	61

APPENDIX 10: MOA #4	62
APPENDIX 11: MOA #5	63

ANA CODE FOR NURSES

The American Nurses Association Code of Ethics for Nurses states that the nurse:

1. The nurse practice with compassion and respect for the inherent dignity, worth, and unique attributes of every person.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, community, or population.
3. The nurse promotes, advocates for, and protects the rights, health, and safety of the patient.
4. The nurse has authority, accountability, and responsibility for nursing practice; makes decisions; and takes action consistent with the obligation to promote health and to provide optimal care.
5. The nurse owes the same duties to self as to others, including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and continue personal and professional growth.
6. The nurse, through individual and collective effort, establishes, maintains, and improves the ethical environment of the work setting and conditions of employment that are conducive to safe, quality health care.
7. The nurse, in all roles and settings, advances the profession through research and scholarly inquiry, professional standards development, and the generation of both nursing and health policy.
8. The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities.
9. The profession of nursing, collectively through its professional organizations, must articulate nursing values, maintain the integrity of the profession, and integrate principles of social justice into nursing and health policy.

AGREEMENT

THIS AGREEMENT is made and entered into effective the 1st day of April 2025 by and between Mercy Allen Hospital, located at 200 West Lorain Street, Oberlin, Ohio, hereinafter referred to as the "Hospital" and OHIO NURSES ASSOCIATION, hereinafter referred to as "ONA."

ARTICLE 1: Recognition

Section 1. Pursuant to the Certificate of Representative issued by the National Labor Relations Board in Case No. 8-RC-10737, dated February 2, 1977, the Hospital recognizes ONA as the sole and exclusive representative of all its employees in the unit as described therein:

All full-time and regular part-time registered nurses employed as staff nurses, charge nurses and nurse practitioners at Mercy Allen Hospital, Oberlin, Ohio, but excluding all other employees, guards and supervisors as defined by the Act.

Section 2. Except as otherwise limited, the term "nurse" as used herein shall apply to and include only those nurses in the unit described in Section 1.

Section 3. The term "bargaining unit" as used herein refers collectively to those nurses included within the unit described in Section 2 above.

Section 4. A "full-time" nurse is defined as a nurse who has accepted employment with the understanding that she will work a regular schedule of at least seventy-two (72) hours in each fourteen (14) day pay period; provided, however, that for purposes of entitlement to "full-time" benefits pursuant to Article 20 Insurance and Pensions, the Hospital will treat as full-time, nurses working a twelve (12) hour day, sixty (60) hours a pay period schedule.

Section 5. A "part-time" nurse is defined as a nurse who has accepted employment with the understanding that she will work a regular schedule of less than seventy-two (72) hours in each fourteen (14) day pay period. However, that for the purposes of entitlement to part-time benefits pursuant to Article 20 Insurance and Pensions, the Hospital will treat part-time nurses working at least thirty (30) hours but less than sixty (60) hours in each fourteen (14) day pay period.

Section 6. The term "weekend" as used herein shall mean consecutive shifts commencing at 11:00 p.m. on Friday and ending at 11:00 p.m. on Sunday. A nurse working a weekend shall be required to work two (2) weekend shifts during the course of the weekend. This definition of "weekend" shall not apply to the Weekend Program as set forth in Article 22 Weekend Program and Appendix 9 of this Agreement.

The Hospital agrees that it will permit nurses to exchange weekend duty, so long as both nurses are qualified to perform the work required, provided that the exchange will not result in the payment of overtime to either nurse; that all arrangements for the exchange will be made by the nurses involved, and that the prior approval of the department Director or the House Supervisor be obtained.

Section 7. The term "emergency" as defined herein is "a sudden generally unexpected occurrence or set of circumstances that demand immediate action."

Section 8. A "casual" nurse is defined as a nurse who, from day to day, accepts or rejects work opportunities offered by The Hospital in its sole discretion, depending upon the nurse's availability as determined by the nurse.

Section 9. Wherever the female pronoun or adjective is used, the male is also intended unless otherwise indicated directly or by context.

Section 10. Should the Employer establish any new, non-supervisory registered nurse position(s) after the effective date of this Agreement, it shall notify the ONA of such a newly created position within thirty (30) days of its creation and, upon request, shall meet with ONA to discuss its status as a bargaining unit position under 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, lay off, and to suspend or discharge nurses for just cause; to determine or change the shifts and the number of hours to be worked by nurses; to determine staffing patterns including, but not limited to, the assignment of nurses as to numbers employed, duties to be performed, qualifications required, and areas worked; to determine policies and procedures with respect to patient care; to determine 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 governing the exercise of these rights as are expressly specified in this Agreement; provided, however, that these rights shall not be used for the purpose of discriminating against any nurse on account of membership in or activity on behalf of ONA.

ARTICLE 3: Professional Practice

Section 1. The Hospital recognizes the right of the nurse to abide by the American Nurses' Association Code for Nurses adopted by the ANA in 1950, as revised in 1960, 1968, 1976, 2001, 2015 and 2017, provided, however, that no interpretation of the Code by any nurse shall be binding on the Hospital. Since by law the Hospital is ultimately responsible for all patient care performed within The Hospital, ONA agrees that neither the Hospital, its Administration nor its Medical Staff are governed by the ANA Code for Nurses.

Section 2. 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 education and/or experience to function at an acceptable level on nursing units for which they have not been adequately prepared. The Hospital may assign nurses to such units in cases of emergency or by mutual agreement for training purposes. The Hospital may also assign a nurse to assume nursing responsibilities on any other unit in accordance with the provisions of this Agreement.

Section 3. In the event that a nurse declines to carry out a directive on the ground that the nurse considers the directive to be either unethical or beyond the nurse's competency, the nurse may be subject to disciplinary action. Such disciplinary action may be processed as a grievance at Step 2 of the parties' grievance procedure. The decision to carry out a directive will be binding upon the Hospital, ONA, and the individual nurse. The decision of the arbitrator as to whether the directive involved was ethical will be binding upon all nurses, the Hospital, and ONA. In determining whether a directive was either ethical or within the competency of the nurse involved, the arbitrator will take into consideration all circumstances including whether the situation was an emergency.

Section 4. If a nurse challenges a particular directive either as being unethical or beyond the nurse's competency and the Hospital does not choose to discipline the nurse, the question of whether the directive was ethical or within the nurse's competency may be referred by the nurse or the Hospital to the Nursing Advisory Committee provided for below for consideration and resolution. If the Committee is unable to resolve the issue, the matter may be processed through the grievance procedure as provided for herein.

Section 5. A nurse may be disciplined for conduct which the Hospital deems to be unethical or for assuming duties which the Hospital deems to be beyond the nurse's competency, in which event the disciplinary action will be subject to the grievance procedure as provided for herein.

Section 6. In the event that grievances arising under this Agreement proceed to arbitration or to the Nursing Advisory Committee, it is understood that either party may introduce the ANA Code for Nurses.

Section 7. The ANA Code for Nurses may be considered by the arbitrator or the Nursing Advisory Committee, as the case may be, as one (1) factor together with all other relevant facts and circumstances, to be considered under the provisions of this Agreement.

Section 8. A Nursing Advisory Committee shall be established consisting of the Chief Nursing Officer or her designee, one (1) house supervisor and one (1) unit supervisor, and three (3) registered nurses to be selected by ONA, including at least one (1) member of local leadership, one (1) from each shift, and shall include both full and part-time nurses. When appropriate based on the agenda, the CNO may invite a human resources representative to attend on behalf of the Employer in addition to other attendees. The purpose of this Committee is to provide a method of communication between the Hospital and ONA concerning patient care and other professional matters of concern to registered nurses.

Section 9. The Nursing Advisory Committee ("Committee") will meet monthly, unless waived by a majority of the members of the Committee. The Committee shall hold a minimum of four (4) meetings per year. Registered nurses will be reimbursed at the appropriate rate of pay for those hours spent at those meetings which they were otherwise regularly scheduled to work. Those nurses attending meetings outside scheduled work hours will be reimbursed at the nurses' hourly rate (such paid time not to be counted for overtime or any other purpose). Either the ONA or the Hospital may invite the voluntary presence of any Hospital employee whom it feels will assist it in the presentation of views on any matter of discussion. Agendas of matters

prepared for discussion will be exchanged at least seventy-two (72) hours before each meeting.

The parties recognize and share in a commitment to appropriate staffing levels. The parties also recognize that the nurses should have meaningful input in decision affecting the delivery of patient care. Accordingly, the Committee shall receive input on the Hospital's current nursing services staffing plan and may recommend a nursing service staffing plan. When making recommendations the Committee will also consider factors including, but not limited to, patient acuity, evidence-based nurse staffing standards and productivity. However, no one factor shall be determinative in the Committee's recommendation.

The Hospital utilizes a confidential risk and quality reporting system. The Hospital will share trends identified in this system so they can be discussed by the Committee. The Committee shall also review any Assignment Despite Objection (ADO) forms (contained in Appendix 12) submitted since the previous meeting. The Union may maintain a binder with Assignment Despite Objection (ADO) forms on the unit.

Section 10. The Committee's participants shall not be empowered to change any of the terms of the parties' collective bargaining agreement or any other matter affecting the employment relationship between the Hospital and any nurse. In no case shall any matter considered at these meetings be subject to the Grievance Procedure and arbitration procedure set forth in this Agreement unless the matter is otherwise subject to such procedures under the terms of this Agreement.

Section 11. At least fifty percent (50%) of the Committee will be comprised of direct care bargaining unit nurses, as selected by ONA. The position of chairperson and secretary will be rotated quarterly between representatives of the Hospital and ONA. The secretary of the party then designated shall be responsible for preparing minutes of the meeting. The minutes shall not be released until approved by the Chief Nursing Officer (or her designee) and the Chairman of the Nursing Advisory Committee. Managers will ensure that there is adequate staffing so that ONA Nursing Advisory Committee members will be able to attend all meetings.

Section 12. Assignment Despite Objection. If a nurse believes that her unit has unsafe staffing at the beginning or during her shift of work, she should immediately notify the nursing supervisor verbally. By the end of her shift, the nurse should complete an Assignment Despite Objection form (contained in Appendix) and submit a copy to her supervisor, ONA Local Unit leadership, and fax a copy to ONA. The supervisor will investigate such complaints. The results shall be reported to and reviewed by the Nursing Advisory Committee.

Section 13. Each nurse shall have the right to view her personnel file at any time, provided the review is in the presence of a representative of the Human Resources Department. The nurse shall give advance notice of her desire to review her file to the Human Resources Department and a meeting shall be scheduled at a mutually convenient time outside the nurse's scheduled working hours. Nothing contained in the file will be removed before or during this review. Should a nurse wish to question the content of her file she will be referred to the Manager Human Resources for clarification.

Section 14. Supervisory nursing personnel shall not displace any bargaining unit member from her regularly scheduled work. For purposes of this Section, "displace" means reassigning a nurse to another unit or sending a nurse home, and then the supervisor performs the bargaining unit work of that nurse.

Section 15. The Hospital will continue its practice of providing in-service education programs on the day and evening shifts, to the extent that it may be practical. Nurses who are required by the Hospital as a condition of employment to attend in-service education programs during off-duty hours will be compensated for time so spent at the appropriate hourly rate. The Hospital will accept and consider suggestions from bargaining unit members regarding subjects of future in-service education programs.

Section 16. Nurses who are required by the Hospital as a condition of employment to attend conference or training programs away from the Hospital shall be compensated at the appropriate rate of pay for such time up to a maximum of eight (8) hours per day. The Hospital shall pay the costs of attending such conferences or programs, including registration fees, and reasonable travel and living expenses. The Hospital shall, to the

extent possible, equalize the distribution of its available funds for purposes of continuing education of its nurses.

Section 17. The Chief Nursing Officer can be contacted for information pertaining to private funds that have been or may be established to assist persons seeking to further their education in the health field.

Section 18. Should a nurse request a change of status and/or shift to enable her to seek additional nursing education, the Hospital will continue to make every effort to accommodate such a request. In the event the nurse is requesting to go from full-time to regular part-time, her benefits would be reduced according to the terms of this Agreement.

Section 19. Health & Safety. The Hospital shall maintain reasonable conditions of safety, health, and sanitation. In the event a nurse believes that conditions are unsafe, the nurse should bring the issue to her manager or supervisor's attention immediately, and the Hospital shall investigate and apprise the nurse of any results.

All health and safety equipment that is deemed necessary by the Hospital for a particular job, as indicated in the job description or department protocols, shall be furnished. The Hospital shall provide employees with adequate training on the use of proper work methods and protective equipment required to perform duties safely. Nurses will be provided with patient lifting and moving equipment to eliminate manual lifting to the extent possible. All nurses providing direct patient care will be given sufficient education for utilizing proper body mechanics, lifting techniques, and lifting equipment to enhance the nurse in patient safety. Nurses are expected to use patient lifting and moving equipment to the extent possible, as well as use body mechanic and lifting techniques.

Subject to patient confidentiality policies and laws, it is agreed that the Nursing Advisory Committee members shall have access to, and copies of all relevant and legally permissible data and information related to monitoring occupational safety and health problems within the Hospital's facilities. The Nursing Advisory Committee shall also be informed of and review any security incidents involving physical violence or verbal threats that occur in the Hospital.

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

If a nurse is directly involved in a sentinel event or serious issue that requires Hospital investigation, the nurse shall be apprised of any outcomes or policy changes determined by the Hospital's investigation of the incident.

The Employer will provide annual training competencies and include any safety policy changes in staff meetings.

ARTICLE 4: ONA Membership

Section 1. All nurses presently employed who belong to the Ohio Nurses Association shall as a condition of employment maintain their membership in good standing with that organization, and all new employees shall as a condition of employment become members in good standing no later than the thirty-first (31st) day after employment and shall maintain such membership. ONA agrees to indemnify and save the Hospital harmless from any action growing out of a discharge effected at the request of ONA.

ARTICLE 5: Dues Deduction

Section 1. The Hospital agrees to deduct monthly ONA dues or service fees 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 2 and made a part hereof.

The Hospital will deduct Allen Local Unit dues or service fees monthly in whatever sum is designated in writing to the Local Unit Chair from each nurse who has signed a payroll deduction form provided by ONA.

Section 2. Deductions will be made from the pay earned during the first (1st) pay period of each month. If a nurse has no earnings during the first (1st) pay period, ONA will arrange collection of dues or service fees for the month in question directly with the nurse.

Section 3. The Hospital's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse who signed the authorization or her transfer to a position not covered by this Agreement.

Section 4. Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the dues or service fees deduction. The Hospital will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues or service fees have been deducted. The list shall also include the employee identification number of all nurses.

Section 5. ONA agrees to indemnify and save the Hospital harmless from any action arising from the deduction of any dues or service fees as provided in this Article once the dues or service fees have been deducted and transmitted to ONA.

Section 6. In January, April, July, and October of each year, the Hospital shall furnish ONA and the Chairperson of the Local Unit with a complete list of all nurses covered by this Agreement, showing seniority.

Section 7. On the January seniority list provided for in Section 6 of this Article, the Hospital shall include the addresses and telephone numbers of the nurses, their rates of pay, employee identification numbers, dates of hire, shifts and part-time or full-time status. The Hospital shall thereafter provide the Unit Chairperson of ONA and ONA once each month with a list that will indicate promotions, leaves of absence, terminations, and resignations. For new hires, the Hospital shall provide dates of hire, shifts, full-time or part-time status, employee ID numbers and rates of pay, addresses and phone numbers.

Section 8. The Unit Chairperson or delegate will be given the name and date of hire for all newly hired nurses prior to their starting date.

Section 9. This Article shall expire upon the expiration of the Agreement and the Employer shall have the right to cease deducting dues if the Agreement expires without a renewal or extension. Should the Employer wish to cease deducting dues, it must give ONA at least four (4) weeks advanced notice before dues deduction ceases.

ARTICLE 6: ONA Activity-Visitation

Section 1. Representatives of ONA may enter the Hospital for the purpose of meeting with Hospital representatives under the Grievance Procedure provided herein, with the permission of Human Resources. Human Resources may, at its sole option, permit ONA representatives to conduct patient care related education programs on the Hospital premises, provided that such programs will be open to all interested Hospital employees and not be limited to bargaining unit members. Such representatives shall be subject to regulations applicable to non-employees and to such other reasonable regulations as the Hospital may establish and shall not interfere with the work of any nurses or the operation of the Hospital.

Section 2. Nurses on the ONA negotiating committee shall, except in cases of emergency, be excused from duty without pay on each day that negotiations are held. Said nurses shall be permitted to use accrued PTO hours or Hospital Convenience for time lost from regularly scheduled work due to negotiations.

Section 3. The Hospital will provide ONA with a bulletin board at a location to be mutually agreed upon, which shall be used only for notices concerning ONA meetings and other ONA business or ONA social, recreational, or educational meetings. Notices of a political or controversial nature or notices critical of any individual or institution shall not be posted. The Hospital shall have the right to remove any notices which do not comply with the provisions of this Section.

Section 4. The Hospital will permit local unit meetings to be held at the Hospital's facilities provided approval is requested in advance and that adequate meeting space is available. Request will be made through Employee Services at least twenty-four hours in advance of the potential meeting date.

Section 5. The Hospital agrees to provide a thirty (30) minute block of paid time during the first week of a newly employed nurse's orientation for the local unit chair or her designee to meet with the newly employed nurse to explain rights and obligations under this Agreement.

Section 6. If a steward who is on working time is called to a meeting on behalf of a nurse or otherwise required to conduct Union business while on working time, such steward shall adhere to the following procedure:

- A. Before performing Union business, a steward shall first report to her immediate supervisor and request permission to leave her job and state the reason that she needs to leave. Consideration of whether such request will be granted will be based upon the needs of the steward's department and her own work schedule. Requests to temporarily leave the floor to conduct Union business shall not be unreasonably denied if patient care needs permit.
- B. Immediately before and after engaging in Union business, the steward shall clock out using the Hospital's timekeeping system and clock back in when the steward has returned to work, unless said work is being performed during steward's paid lunch or break time. If the Union business is meeting with the Hospital as described in Section F of this Article, it shall likewise be paid.
- C. If a bargaining unit member wishes to meet with an ONA steward for the purposes of Union activities while on duty, she shall report to the supervisor in charge of her unit prior to stepping away from her assignment. Consideration of whether such request is to be granted shall be based upon the needs of that area and the work schedule of the nurse(s). Request to temporarily leave the floor to conduct Union business shall not be unreasonably denied if patient care needs permit.
- D. When the steward and/or nurse returns to her work area, she shall first report to her supervisor before resuming work, or as soon thereafter as is practical.

- E. Nothing in this Article shall prevent any Union member or steward from engaging in Union activities while on break or lunch. No break or lunch shall be inappropriately refused or delayed if said time is intended for Union activities, but only when patient care needs prevent the nurse in question from leaving her unit.
- F. Stewards who perform Union business or work time shall not be paid for performing such work by the Hospital. Stewards shall be paid by the Hospital if the following activities are performed during work time: attending meetings with the Hospital such as participation in a committee; acting as a representative in corrective action meetings; and attending grievance meetings and/or hearings with the Hospital. Business done on work time shall not be paid, with the exception of work done during a steward's break(s) or lunch.

ARTICLE 7: Grievance Procedure

Section 1. For the purpose of this Agreement, the term "grievance" is defined as any alleged violation of this Agreement by the Hospital, a nurse or ONA. The Hospital will initial and indicate date and time of receipt of each grievance filed by a nurse. When any such grievance does arise, the following procedure shall be used:

Step 1. A nurse who has a grievance shall present it in writing on the Grievance Form attached hereto as Appendix 3 to her immediate Supervisor within five (5) working days after she has knowledge of the event upon which her grievance is based. The Grievance Form shall contain sufficient detail to enable the Supervisor to investigate and answer the grievance. The written grievance shall be dated and signed by the grievant. The Supervisor shall give her answer to the grievant in writing within five (5) working days after the grievance has been presented to her. The grievant may, if she desires, have a Local Unit representative present when the answer is given, if such representative is available at the time.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the nurse may submit her grievance to the Department Head, or her designee, in writing within five (5) working days after she has received the Supervisor's Step 1 answer. The Department Head, or her designee, and up to two (2) other Hospital representatives shall meet the grievant within five (5) working days after receipt of the grievance and shall give her answer in writing within five (5) working days from date of meeting. The nurse may be accompanied at the meeting by up to two ONA representatives.

Step 3. If the grievance is not satisfactorily resolved at Step 2 of this procedure, it may be appealed by the grievant to the Labor Relations Department. Such appeal must be presented within five (5) working days after the grievant has received the department head or designee Step 2 answer. Labor Relations and necessary management personnel shall meet with the grievant, up to three representatives of ONA and up to three (3) members of Hospital staff as he deems appropriate within ten (10) working days after the written appeal is filed, and an answer will be provided, in writing, within five (5) working days from the date of meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to an impartial arbitrator for disposition upon the request of either party. The request shall be made, in writing, within ten (10) working days after the Labor Relations has given his written answer in Step 3 of this procedure. In addition, the moving party shall in the case of a grievance involving a discharge, within said ten (10) day period, request a panel of arbitrators from the Federal Mediation and Conciliation Service and the arbitrator shall be selected in accordance with the rules of the Services. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein, including statutory unfair labor practice charges that involve the same incident as grievances. The arbitrator shall not add to, subtract from or modify any provisions, terms or conditions of this Agreement. The decision of the arbitrator shall be final and binding upon all nurses, the ONA and the Hospital. The fees and expenses of the arbitrator, including the cost of the transcript of the record, if any, shall be borne equally by the parties. The arbitrator shall render his decision in writing within thirty (30) days after the close of the hearing. The parties may, by prior mutual agreement, utilize the American Arbitration Association Expedited Labor Arbitration Rules in any dispute, in which case the provisions of said Rules shall supersede the procedural matters set forth in this Step 4.

Section 2. When giving a written grievance response, the Hospital will email a copy of its response to the grievant, the Local Chair or designee, and the ONA Labor Representative or designee.

Section 3. 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, and holidays. Any grievance not timely presented for disposition at Step 1 or not appealed within the time limits set forth in Section 1 shall be final and conclusive and binding upon all nurses, the Hospital and ONA with reference to the individuals, dates and subject matter involved in said grievance. A grievance not answered within the time limits set forth herein shall be considered a settlement of the grievance in favor of the grievant.

Section 4. Grievances may be processed hereunder by the nurse filing the grievance during her scheduled working hours, if there is no interference with the operational needs of the Hospital or with the needs of patient care, and upon the express consent of the Hospital.

Section 5. A grievance which affects a substantial number of nurses, or which involves the disciplinary suspension or discharge of a nurse shall initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of nurses may be filed by ONA.

ARTICLE 8: No Strike - No Lockout

Section 1. During the term of this Agreement, the ONA shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any nurse instigate or participate, directly or indirectly, in any mass resignation or concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of The Hospital. Should any violation of this Article occur, ONA agrees to cooperate fully and completely with The Hospital during any such occurrence. ONA also agrees to take all actions within its power to prevent or terminate any violation of this Article.

Section 2. Any violation of Section 1 of this Article shall be cause for disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the nurse violated Section 1. In the event there is any mass resignation or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

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

Section 4. In the event that the Hospital believes that ONA or any officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encouraged, or in any way participated in any mass resignations or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the operation of the Hospital, or ratified, condoned or lent any support to any such conduct or action, the Hospital shall first notify ONA of said interference with its operations. If said interference with the Hospital operations is not terminated immediately, the Hospital may forthwith submit this dispute as a grievance to arbitration under the arbitration procedure provided for in this Agreement. ONA and the Hospital shall cooperate to hold the arbitration as soon as possible.

Section 5. The exercise or non-exercise by the Hospital of the rights granted to it under Section 4 of this Article 8 shall not preclude the Hospital from the exercise of any other rights it may have in law or in equity in the event of a violation of this Article.

Section 6. The Hospital shall not lock out any or all of its nurses during the life of this Agreement. For purposes of this Agreement, a lockout shall be defined as the temporary laying off of nurses solely as a means of bringing economic pressure to bear in support of the Hospital's collective bargaining position, and shall not include layoffs because of lack of work, disciplinary layoffs, or layoffs for other similar reasons.

ARTICLE 9: 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. Nothing herein contained, however, shall prevent the Hospital, in the event of an emergency, from recalling or employing anyone without regard to the provisions of this Agreement if immediate employment is necessary for the health, care, or safety of the patients in the Hospital. However, such emergency recall or employment shall be temporary, and shall continue only until the general contractual provisions relating to recalls may be completed.

Section 2. Use of Casual Nurses or PRN

The parties agree that a pool of experienced registered nurses should be available to augment existing staff. The parties further agree that full and part-time nurses employed by the Hospital are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in assignments of shifts. The Hospital's basic policy shall be to use their regularly assigned nursing staff whenever possible.

The Hospital shall have the right to hire casual nurses to meet the operational demands of a Department on the basis set forth in the Hospital's then-current PRN and Casual Employees policy. Notwithstanding any contrary provision of the current PRN and Casual Employees policy:

A bargaining unit nurse may be placed in casual status only by mutual agreement of the Hospital and the nurse.

PRN nurses may be scheduled for regular hours; however full time and part time nurses may bump any casual nurse assignment within seven (7) days of the initial posting of the schedule. However, if HC time is given, a nurse may bump a casual nurse to make up that time lost. The bumping must occur within the pay period that the HC time was given, and it cannot result in overtime.

Casual nurses shall not be used to displace any full-time or regular part-time nurse from her regularly scheduled straight time or regular part-time position.

If a full-time or part-time nurse employed by the Hospital goes on casual status her seniority is broken, even if there is no break in employment unless she is re-employed as a full-time or part-time nurse within one (1) year of her transition to casual status.

The Hospital will continue to make good faith efforts to fill vacancies.

Casual nurses are not covered by, or subject to, any of the provisions of this Agreement, provided however that should a casual nurse elect to accept an on-call assignment, she will be eligible for on-call pay at the then prevailing rate.

Section 3. There shall be no discrimination by the Hospital or ONA against any nurse in any manner relating to employment because of race, color, creed, religion, ancestry, national origin, sex, age, genetic information as covered under the Genetic Information Non-Discrimination Act (GINA) of 2008, marital status, military/veteran status or disability as provided by law.

ONA acknowledges that the Hospital has the legal duty under the Americans with Disabilities Act and Chapter 4112 of the Ohio Revised Code to provide a reasonable accommodation to any qualified individual with a disability, in order to enable the individual to perform the essential functions of the job in question. Since the making of a reasonable accommodation to a particular individual's disability may require a variation from the provisions of this Agreement in areas such as training, probation, work schedules and job duties, the parties agree, subject to confidentiality requirements imposed by law, to meet to determine if a reasonable accommodation can be made which will enable the individual to perform the essential functions of the job.

Section 4. The Hospital shall provide without cost to all nurses' pre- employment physicals and annual chest X-rays and/or Mantoux, and such examinations as may be required by state law.

Section 5. The Hospital will provide initial treatment for work-related illness or injury or work-onset illness at a facility determined by the employee's supervisor and/or Employee Health, Safety and Absence Services, at no charge to the nurse. Medical services provided for this initial treatment will be paid by the Hospital, but any follow-up visits or services will be the responsibility of the employee to cover, unless covered by workers' compensation benefits.

Section 6. The Hospital may require, free of cost, flu vaccinations as a condition of employment. The terms and conditions of the flu shot, including exemptions, shall be in accordance with then-existing Hospital policy which shall be the same for bargaining and non-bargaining unit employees. Such policy shall be consistent with applicable federal and state laws. Prior to a nurse being disciplined for non-compliance with the vaccination deadline, she will be given a twenty-four (24) hour window in which to provide proof of vaccination.

Section 7. The Hospital may require uniforms of a particular color be worn by nurses. Upon implementation of a uniform policy, the Hospital will reimburse or provide a voucher to full-time nurses for up to four (4) uniform pieces (e.g., two (2) tops and two (2) bottoms) and will reimburse or provide a voucher to part-time nurses for up to two (2) uniform pieces. The uniform pieces provided by the Hospital will require any required embroidery. Before implementing of a uniform policy, the Hospital will give a minimum of thirty (30) days' notice to the ONA.

ARTICLE 10: Probation and Orientation Period

Section 1. Newly employed nurses shall be considered to be on probation for three (3) calendar months from their date of hire. All nurses shall work on a full-time basis for the entire orientation period provided for in this Article 10, and any extension thereof. During or at the end of the probationary period, the Hospital may terminate the nurse at will and such termination shall not be subject to the Grievance Procedure contained in this Agreement.

Section 2. During the probationary period, or extension thereof, a nurse shall have no seniority or other rights under this Agreement but if, at the end of this period, the Hospital decides to retain the nurse in the Hospital's employ, the nurse's seniority shall be established on her most recent date of hire.

Section 3. The first day of the orientation period for all newly employed nurses shall include instruction and demonstration for general orientation with respect to Hospital policies; safety and disaster plans; information systems; risk management; introduction to other departments and their functions. The remainder of the first week will be used to provide clinical experience.

Section 4. The clinical orientation shall be the responsibility of the Director of the Unit to which the nurse is being oriented. She will be assisted by the Nurse Educator to the extent necessary. The orienting nurse will observe and participate in direct nursing care with other nurses assigned to the unit. During the orientation period, the nurse being oriented will be assigned to work with an experienced nurse. Upon demonstrating proficiency in nursing procedures, the Director may assign an orientee her own patients. Such assignments, however, shall not shorten the clinical orientation period for the orientee.

Section 5. Nurses in orientation may have any part of the orientation period set forth in this Article extended as determined by the Unit Director, after consultation with the nurse and the Nurse Educator. In no case will a new graduate or a nurse who has not been actively employed in nursing during the preceding five (5) years assume charge duties prior to two (2) months employment at the Hospital.

Section 6. Following the week of general orientation described in Section 3, nurses hired to work in the Hospital's Medical/Surgical and Subacute units shall receive a minimum of two (2) additional weeks orientation on the day shift. During the first week, the nurse will be assigned to work with an experienced nurse to be oriented to procedures and methods of medication administration and shall function on a limited participation basis. The orienting nurse will be under the direct and close supervision of the Director. During the second week, the nurse will be assigned to work with the Director to be oriented to charge nurse functions, including the transcription of physician's orders, requisition of laboratory and X-ray services, and assignment of ancillary personnel. The orienting nurse will be under the direct and close supervision of the Director and shall function on a limited participation basis.

A nurse who is hired to work either the evening or night shift on the Medical/Surgical or Subacute unit shall receive a third week of orientation on her assigned shift to work with an experienced nurse to be oriented to routines and procedures of the shift. Orientation may be extended to the fourth week, on the assigned shift, after consultation with the nurse, the Unit Director, and the Nurse Educator.

Section 7. Following the week of general orientation described in Section 3, nurses hired to work on the Hospital's units, other than Medical/Surgical and Subacute (OR, SCU, ER, RR) shall receive a minimum of three (3) weeks additional orientation to the specific unit to which the nurse will be assigned. The nurse will be assigned to work with an experienced nurse on the day shift to be oriented to routines and procedures of the unit and shall function on a limited participation basis. A nurse who is hired to work either the evening or night shift shall work the fourth week of orientation with an experienced nurse on her assigned shift. Orientation may be extended to the fifth (5th) week, on the assigned shift, after consultation with the nurse, the Unit Director, and the Nurse Educator.

Section 8. Nurses hired to work on the Hospital's units other than Medical/Surgical and Subacute shall receive an additional week of orientation to the Medical/Surgical and Subacute units on the shift of her

permanent assignment. During this week, the newly employed nurse shall work with an experienced nurse and shall function on a limited participation basis. This week will be scheduled any time after orientation described in Section 7 but shall be completed during the first three (3) months of employment.

Section 9. During the orientation period, an orienting nurse shall have conferences with the Unit Director and at her discretion, the Nurse Educator to evaluate the nurse's orientation progress. Such conferences shall begin after two (2) weeks orientation and be every two (2) weeks thereafter. At the conclusion of each nurse's orientation, the Hospital will notify the ONA Local Unit Chair that the nurse has completed orientation and the dates upon which weekly conferences were held. A nurse may request a copy of her weekly evaluation.

Section 10. A nurse who is reassigned to a unit to which she has not previously oriented shall receive a minimum of two (2) weeks orientation to the unit, but for temporary reassignments that result from low census staffing needs. If temporarily reassigned, a nurse's assignment shall be limited to basic nursing functions or functions already within the nurse's skill set. The Hospital's determination of which nurse is to be temporarily reassigned will give first preference to nurses who are cross-trained to the unit, then subsequently follow the procedure laid out for Low Census On-Call (Article 13 Seniority, Section 10). If the reassignment includes performing full-unit nursing functions, orientation will occur. Subject to the foregoing, a nurse who is reassigned to a unit on which she has not worked in the past year from another unit or from another shift, may upon request to the Chief Nursing Officer obtain three (3) days of orientation. No nurse shall assume charge duties on a unit or shift to which she has not been oriented.

Section 11. All nurses permanently assigned to work in the Special Care unit or Emergency Room who have not completed a basic coronary care course, or its equivalent will be given a basic coronary care course.

The courses will be given within six (6) months after permanent assignment. The Hospital will pay all reasonable costs and expenses of attendance, and time spent at the course will be considered as hours worked and paid at the appropriate rate up to a maximum of eight (8) hours per day.

Section 12. Nurses re-employed by the Hospital within a year of resignation shall participate in the orientation program only to the extent deemed necessary by the Chief Nursing Officer or her designee and the nurse, except as required under the terms of Section 10 of this Article.

ARTICLE 11: Hours of Work

Section 1. The normal work schedule shall consist of eighty (80) hours of worked performed in ten (10) eight (8) hours hour shifts or eight (8) ten (10) hour shifts. Alternately the normal work schedule of nurses working twelve (12) hour shifts shall consist of seventy-two (72) hours work performed in six (6) twelve (12) hour shifts. Each pay period shall commence at 12:01 a.m. every other Sunday. Nothing contained in this Article, or this Agreement shall be constructed as a guarantee of any hours of work per day or per pay period for any nurse.

Section 2. Scheduling and assignment of work, including shift times, overtime, weekend rotation and holiday rotation will be the responsibility of the Hospital in accordance with the provisions of this Agreement. For purposes of scheduling, Christmas Eve and New Year's Eve will be included in the rotation. The Hospital will attempt to rotate weekend and holiday duty fairly and equitably among all nurses within a unit except where the needs of patient care, changes in facilities or methods, or unavailability of qualified nursing personnel prevent it from doing so. Except in cases of emergency, nurses shall not be required to work rotating shifts.

Section 3. Scheduling of on-call for the Operating Room and PACU will be conducted as follows.

- a) The call schedule will be posted no later than one (1) week before the schedule begins.
- b) Nurses will be permitted to trade call time as long as they arrange coverage. Requests for the trading of time will first be made with other nurses who have made similar requests.
- c) The Hospital will endeavor to assign call time in a fair and equitable manner among all nurses. On average, call will be scheduled at no greater frequency than every four (4) days.

Section 4. Work schedules for each week shall be posted at least four (4) weeks in advance, but not more than six (6) weeks. The Hospital shall have the right to alter these schedules as operational needs dictate but will notify affected nursing personnel of such changes without undue delay.

Section 5. All nurses will be allowed a thirty (30) minute meal period during a shift of work. Thirty (30) minutes of the meal period shall be without pay. To the extent possible, nurses will be permitted to take their lunch period from 11:15 a.m. to 1:00 p.m. on the day shift, from 4:15 p.m. to 5:30 p.m. on the evening shift, and from 2:00 a.m. to 4:00 a.m. on the night shift.

Section 6. Nurses will be permitted one (1) ten (10) minute break for every four (4) hours worked during each shift of work. Nurses working twelve-hour (12) shifts will have three (3) ten (10) minute breaks. Breaks and meals periods will be permitted based on operational needs.

Section 7. Meal periods and break periods will be scheduled by nursing supervision so as to provide adequate nursing coverage of all stations at all times.

Section 8. A nurse who is required by her supervisor to work through an entire shift and is unable to make a meal period shall be paid for thirty (30) minutes of meal period at the appropriate rate of pay.

Section 9. The Hospital will continue to staff the various units in such a manner that nurses will be off every other weekend (e.g., Saturday and Sunday for 1st and 2nd shift and Friday night and Saturday night for 3rd shift), to the extent that it can reasonably do so, subject to the needs of patient care as determined by the Hospital. Self-scheduling may be done on a unit-by-unit basis with the agreement of the nurses on the unit and the unit Director.

Section 10. All nurses shall be paid on the basis of time recorded on timecards or via an automated time and attendance system. Nurses must "clock-in" at the beginning and "clock-out" at the end of each scheduled shift.

Section 11. If a nurse should go off duty for any reason other than meals and breaks prior to completion of the shift, the nurse must “clock-out” at the time of departure and if the nurse returns to work, the nurse must “clock-in” again prior to starting work.

ARTICLE 12: Overtime

Section 1. Nurses shall be paid one and one-half (1-1/2) times their straight time hourly rate of pay for all hours authorized by The Hospital which are worked in excess of eight (8) hours in any twenty-four (24) hour period or eighty (80) hours in any fourteen (14) day period. For Nurses working ten (10) hour shifts they shall be paid one and one half (1 ½) times their straight time hourly rate of pay for all hours authorized by the Hospital which are worked in excess of ten (10) hours in any twenty-four (24) hour period or forty (40) hours in any seven (7) day period. For nurses working twelve (12) hour shifts they shall be paid one and one-half (1 ½) times their straight time hourly rate of pay for all hours authorized by the Hospital which are worked in excess of twelve (12) hours in any twenty-four (24) hour period or forty (40) hours in any seven (7) day period. The twenty- four (24) hour period on any given day commences when the nurse begins her shift. For purposes of overtime compensation, credit shall be given only for hours actually worked by the nurse. Hospital Convenience hours will be counted as hours worked for purposes of overtime calculation if a nurse is called in when on call.

Section 2. A nurse who is required to work two (2) full consecutive shifts or 16 consecutive hours will be paid at double time for those hours that exceed their regularly scheduled shift but will not be eligible for the overtime pay provided for in Section 1 above.

Section 3. A full-time nurse called in to work on her scheduled day off shall be paid at one and one-half (1-1/2) times her straight time hourly rate for all such hours worked. Such nurse will be guaranteed two (2) hours of work or pay when so called. A part-time nurse who is called to work on a day for which she was not scheduled shall be guaranteed two (2) hours work or pay when so called. There shall be no pyramiding with overtime such that during the two (2) hours for which the nurse receives one and one-half times her rate of pay would result in the nurse receiving triple time.

Section 4. Nurses required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) for each day worked, or portion thereof, until granted a day off. If an individual nurse requests to work more than seven (7) consecutive days without a day off and if the request is granted by the nurse's supervisor, the nurse shall not be compensated thereafter at time and one-half (1- 1/2) for each day worked or portion thereof until granted a day off, except as otherwise required either by this Agreement or applicable law.

Section 5. Overtime payments required by this Article will not be duplicated for the same hours of work.

ARTICLE 13: Seniority

Section 1. Seniority is the right of a nurse to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement. Employment seniority is defined as the length of time a nurse has been continuously employed by the Hospital from her most recent date of employment, as determined in accordance with the provisions of this Article 13, provided that she has successfully completed her probationary period. Bargaining unit seniority shall be defined as the length of time a nurse has been continuously employed by the Hospital as a registered nurse from her most recent date of hire or from her transfer to a classification of registered nurse, as determined in accordance with the provisions of this Article 13, provided she has successfully completed her probationary period.

Section 2. Employment and bargaining unit seniority shall be broken when a nurse:

- a) Quits, resigns, transfers to PRN status, or retires for a period exceeding one year;
- b) Is terminated for cause;
- c) Exceeds an approved leave of absence;
- d) Is absent for three (3) consecutive scheduled working days without notifying the House Supervisor, unless proper cause is shown;
- e) Fails to report for work after layoff within three (3) days after being notified by certified mail to do so, unless proper cause is shown;
- f) Is laid off for twelve (12) consecutive months; and
- g) Is on sick leave for twelve (12) consecutive months.

Section 3. Should a nurse who has left the employment of The Hospital be rehired within one (1) year, he/she shall be given credit for previous years of service for wage and benefit purposes. In addition, his/her seniority hours shall be restored in full.

Section 4. The Hospital shall prepare a seniority list showing the employment and bargaining unit seniority of each bargaining unit nurse. Such list will be posted at each nursing station and will be revised by The Hospital in January and July of each year. A nurse who feels that her designated seniority is incorrect must make objection in writing to the Human Resources Department within fourteen (14) days after the seniority list is posted, or, in the case of a nurse who is on vacation or leave of absence when a seniority list is posted, within fourteen (14) days after her return to active employment. Otherwise, she shall be bound by the information on the list and shall not thereafter be permitted to challenge her seniority as shown thereon. If appropriate, The Hospital will post a revised seniority list within fifteen (15) working days after the posting period is over. An extension for this posting may be mutually agreed upon.

Section 5. Should the Hospital decide to temporarily reduce the nursing force and declare a temporary layoff within a particular unit and shift or units and shifts for a period not to exceed fourteen (14) days, it shall first seek voluntary time off from among the affected nurses in the unit and shift or units and shifts in question. If the required reduction cannot be affected in this manner, then temporary layoffs shall be made from the nurses employed in the unit and shift or units and shifts in question in the inverse order of bargaining unit seniority. However, in all cases the remaining nurses shall have the skill, ability and experience as determined by the Hospital to perform the work satisfactorily and efficiently; provided that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. Nurses temporarily laid off under this Section shall be given at least seventy-two (72) hours advance notice of such layoff.

Layoffs in a unit and shift or units and shifts shall be on a rotation basis, provided the staffing and performance requirements as outlined above are met. A layoff in a unit shall start with the least senior nurse who has not been laid off in the contract year and rotate up through the seniority system in each unit or units affected until all nurses in such unit, or units have been laid off in a contract year, at which time, the rotation process would start again during such contract year.

The affected nurse(s) may take paid days off in lieu of layoff. No bumping shall be permitted under this Section.

Nurses laid off under this Section shall be called back to work in the inverse order they were laid off, in accordance with their previously established schedule, and shall be given at least seventy-two (72) hours' notice of such recall. ONA local leadership and ONA representative must be informed in advance of any temporary layoffs.

Section 6. Should the Hospital determine that a general reduction in the nursing force of a unit or units is necessary, layoffs shall be made in the inverse order of bargaining unit seniority, with probationary nurses being laid off first, however, the remaining nurses shall have the skill, ability and experience as determined by the Hospital to perform the work required satisfactorily and efficiently; provided that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. Nurses laid off under this Section shall be given at least thirty (30) days advance notice to the union and affected employee of such layoff. The Hospital shall offer laid off nurse vacant positions on units and shifts, if such nurses possess the skill, ability, and experience to perform the work as determined by the Hospital. Nurses who do not wish to work a schedule other than their regular schedule shall so indicate to The Hospital in writing. Such nurses shall be laid off.

Nurses displaced from their position and who have not accepted work as outlined above shall have the right (1) to bump, using seniority, the nurse with the least seniority within the bargaining unit provided they can perform satisfactorily and efficiently as determined by the Hospital or (2) to take a direct layoff. This right to bump shall not be exercised more than once in a consecutive six (6) month period.

Section 7. Nurses laid off under Section 6 of this Article shall be called back to work in the inverse order they were laid off, provided they shall have the skill, ability and experience as determined by the Hospital to perform the available work satisfactorily and efficiently and are available to work as scheduled by the Hospital.

Section 8. Nurses being recalled to work after layoff pursuant to Section 7 above, 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, and shall have three (3) calendar days from the receipt of said notice within which to report to work, unless proper cause is shown. It shall be the responsibility of each nurse to keep the Hospital's Human Resources Department informed of her current correct address and telephone number.

A nurse called back to work after a layoff may decline to take a position which is available on a shift or unit other than the one to which she was regularly assigned. A nurse on layoff may temporarily fill a vacancy, or temporarily fill a position which has been awarded to another nurse, until such time the nurse to whom the position has been awarded can assume it. The nurse may remain on layoff until a position for which she is eligible on her regularly assigned shift or unit becomes available to which she shall be recalled, provided such period shall not exceed twelve (12) months.

Section 9. When a nurse has been asked by the Hospital to take Hospital Convenience because of low patient census, and the Hospital on the same date discovers it needs additional nursing staff, the Hospital shall first attempt to notify the nurse on Hospital Convenience and afford her the opportunity to work. The nurse shall have the right to reject the Hospital's offer to work.

Section 10. For purposes of this Section, a vacancy shall be defined as a permanent opening on a unit and shift, where the Hospital has increased the number of regular positions available or where an opening occurs which the Hospital desires to fill and has declared to be a vacancy.

When a vacancy occurs, the Hospital shall post a notice of the vacancy electronically which shall state the

unit and shift on which the vacancy exists, the qualifications required and the time that bidding will be closed. Such notice shall remain posted for seven (7) calendar days. Nurses who wish to be considered for the vacancy shall so indicate via the electronic posting process by the end of the posting period. If a nurse is going on vacation and as a result will not have access to a phone or computer and is aware of a vacancy that will occur during her absence, she may notify the Employee Services Office in writing of her desire to be considered for the vacancy prior to departure.

All applications filed within the time limits set forth above shall be reviewed by the appropriate manager and the vacancy awarded within five (5) working days after the posting period has closed on the basis of bargaining unit seniority among the nurses who have the qualifications, skill, ability, and experience to perform the position in question. In the event that an applicant is on vacation at the time the vacancy is awarded and has followed procedure as described in the preceding paragraph, the Local Unit Chairperson or her designee will be notified of the vacancy award. If no applications are received or if none of the applicants is qualified, the vacancy may be filled at the Hospital's discretion by hiring or by offering the vacancy to a nurse who did not apply.

The nurse awarded a vacancy on the Medical/Surgical unit, the Recovery Room or the Emergency Room shall be allowed a reasonable trial period of not less than ten (10) working days (fifteen (15) working days for vacancies in the Special Care Unit or the Operating Room) in which to demonstrate her qualifications for the vacancy, unless the nurse earlier requests to be relieved of the assignment. In the event that the nurse does not qualify, she shall be returned to her former position if it is available, otherwise, she shall be reassigned to a position in keeping with her demonstrated abilities.

Should a nurse on the evening or night shift be awarded a vacancy on the day shift under the provisions of this Section 10 she shall remain on said shift until such time as a replacement is provided for her, but no longer than four (4) calendar weeks from the award of the vacancy, unless the nurse agrees to an extension for a specific length of time in writing, and the vacancy on the day shift shall be filled on a temporary basis.

Section 11. A list of qualified part-time nurses desiring additional hours of work will be maintained for each nursing unit. 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 permanent filling of the vacancy in accordance with the provisions of Section 10 above, the Hospital shall first seek the additional hours from among the nurses on the list.

If the Hospital is unable to obtain the additional hours from nurses on the list, it shall have the right to require qualified part-time nurses, first those assigned to the affected unit and shift and, second, those assigned to other units on the same shift, to work the additional hours on the basis of the bargaining unit seniority, with the junior qualified nurse being the first required to work the additional hours.

If the Hospital is unable to obtain the additional hours from among the qualified part-time nurses on the affected shift in accordance with the provisions of the preceding paragraph, it shall have the right to require other qualified nurses to work the required hours on the basis of bargaining unit seniority, with the junior qualified nurse being first required to work the required hours, provided that no reassignment under this paragraph shall result in the reduction of regularly scheduled hours for any nurse, and that no reassignment under this paragraph shall be made which would result in the payment of overtime by the Hospital. The provisions of this paragraph shall not apply to nurses regularly assigned to the Operating Room or the Emergency Room.

General considerations:

1. No nurse shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period, and no nurse may be mandated more than twice in a pay period unless the nurse voluntarily agrees to do so.
2. Nurses must have successfully completed orientation before overtime may be worked, except in the case of end of shift overtime, or by mutual agreement between the nurse and the Hospital.

3. An RN who voluntarily works needed overtime will be placed at the end of the list for mandatory overtime.
4. An RN who volunteers for an overtime shift will not be mandated to stay past the end of the shift she picked up unless a patient care emergency exists.
5. Mandatory overtime will be put into effect at least two (2) hours before the scheduled shift if the vacancy is known in advance and excluding sudden patient care emergencies.

A list of mandatory overtime hours worked will be maintained by the staffing department with the least senior nurse on the unit being assigned the initial mandatory overtime. Thereafter, the nurse who had worked mandatory overtime least recently will be assigned so that the Hospital will use its best efforts to rotate all nurses equitably (a nurse shall not be mandated twice in a row unless there are emergent circumstances, or the nurse voluntarily agrees to do so).

1. If an RN is mandated to work a double shift, she shall be given the next twelve (12) hours off unless the nurse agrees otherwise. A double shift is defined as sixteen (16) consecutive hours.
2. Upon being mandated to work overtime, the RN will be given an opportunity to make phone calls to rearrange prior obligations existing that day.
3. Mandatory overtime, if assigned, shall be no more than eight (8) hours started at the end of the nurse's regularly scheduled shift, but in any event, no more than sixteen (16) consecutive hours total (i.e., a double shift).

No nurses shall be required to work on a unit or shift other than that to which she is regularly assigned for more than twenty-one (21) consecutive days. A nurse who volunteers to work extra hours on a particular unit, whether her own unit or another unit, will not normally be expected to float elsewhere during that shift.

When part-time nurses are required to work additional hours due to the existence of a vacancy as defined in Section 11 above, the Hospital agrees that it will make a continuing good faith effort to fill the vacancy permanently.

ARTICLE 14: Leave of Absence

Section 1. The Hospital shall provide family and medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) or other applicable statute for eligible nurses and reserves the right to require all appropriate documentation and certification as permitted by the FMLA or any other applicable statute. Any disagreement concerning the interpretation or application of this Section shall be processed through the parties' Grievance Procedure set forth in Article 7, commencing at Step 3.

Section 2. Unless otherwise required by law, to be eligible for a personal leave of absence, a full-time or part-time nurse must have successfully completed her probationary period pursuant to Article 10 of this Agreement. Personal leaves of absence may be granted for up to thirty (30) days off and may be extended one time for up to an additional thirty (30) days, including Paid Time Off.

Unless otherwise required by law, to be eligible for a medical leave of absence (other than FMLA), a full-time or part-time nurse must have worked and successfully completed her probationary period pursuant to Article 10 of this Agreement. Such leaves will be provided to nurses on the same basis as they are provided to similarly situated non-bargaining unit employees.

A medical leave of absence will not exceed twelve (12) months including Paid Time Off, because of personal illness or injury. A nurse must provide to the Hospital sufficient evidence of personal illness or injury upon request. A nurse on a medical leave of absence is required to keep the Hospital up to date on the progress of her illness or injury as circumstances allow. The Hospital may require written confirmation from the nurse's physician of her fitness to return to duty satisfactory to the Employer's Leave of Absence Administrator. In all cases of a medical leave of absence, the Hospital may require the nurse to undergo examination by a physician of its choice at its expense to determine her fitness to return to duty.

All leaves of absence and any extensions thereof shall be without pay or other economic benefits, except as otherwise provided herein and must be applied for and granted in writing on forms provided by The Hospital. Employees will be required to utilize any available Paid Time Off for unpaid portions of a leave of absence. Employment and bargaining unit seniority will accrue for all purposes under this Agreement for the length of any paid leave of absence only. Employees on FMLA, a personal leave of absence, a medical leave of absence, or an educational leave of absence will continue to receive benefits at the nurse contribution rate for the duration of any applicable leave, not to exceed twelve (12) months, unless otherwise required by law. To the extent a nurse has unpaid benefit portions during the leave, such benefits will go into arrearage and the Hospital may use payroll arrearage to collect past premiums consistent with applicable law.

The Hospital may permanently fill a nurse's position after the expiration of twelve (12) weeks. The Hospital shall have the right to fill the position temporarily as needed in accordance with this Agreement. Should it be apparent at the time that the nurse will not return from the leave within the time limits set forth above, The Hospital shall have the right to permanently fill the position immediately.

Upon returning from leave, the nurse will be reinstated to her former position unless it has been permanently filled, in which case she shall be given whatever work is available for which she is qualified, if any. If no work is available, the nurse will be considered in a layoff status and shall return to work in accordance with the provisions of Article 13. There shall be no obligation on the part of The Hospital to provide work prior to the expiration of any leave of absence. If a nurse fails to return to work on the agreed-upon return date and has not notified the Hospital, the Hospital will consider this a voluntary resignation by the nurse.

No nurse granted a leave of absence shall accept other employment or work during the period of her leave (except for work study approved and provided by the applicable learning institution pursuant to an educational leave) unless prior approval is provided by Human Resources. Violation of this provision shall result in disciplinary action up to and including termination of employment. Nurses who misrepresent facts to obtain a leave of absence or secure a leave of absence on the basis of such misrepresentation shall be disciplined up to and including termination by the Hospital.

In cases of industrial illness or injury, a leave of absence shall be granted upon notice supported by medical evidence satisfactory to the Hospital. Such leave shall terminate automatically when the employee is placed upon total and permanent disability, is found to be at maximum medical improvement (MMI) and unable to return to former job classifications due to permanent restrictions, when the employee is capable of return to work as certified by the physician in charge of the case or has been off work greater than twelve (12) months, whichever is shorter.

Section 3. Jury Duty/Court Appearances. When a nurse is required to perform jury duty, she shall be paid at her regular straight time hourly rate, less differentials, if any, for those hours spent on jury service for which she had been regularly scheduled to and would have worked but for the performance of jury duty, up to a maximum of forty (40) hours per week, for a period not to exceed thirty (30) days in any calendar year. To be eligible for jury duty pay, a nurse shall notify her supervisor ten (10) days in advance of such jury service, or as soon as possible, and shall submit to the Hospital a statement of the jury commissioner attesting to such service.

A nurse who is required to appear before a court or other legally constituted body in a manner in which the nurse is a party shall notify his/her manager of the required appearance within twenty-four (24) hours of receipt of the notice. A nurse shall be required to utilize PTO, if available, to attend such proceedings. If the nurse does not have PTO available, the nurse shall utilize personal leave time without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as parent or guardian of juveniles. A nurse requesting time off for the purpose of this Section shall attempt to arrange such appearance so as not to interfere with scheduled work hours.

Time spent by a nurse on jury duty and court appearances not on behalf of the Hospital shall not count towards overtime.

Any nurse who is required to appear in court or other official legal proceedings on behalf of the Hospital for any reason shall be paid for such time at the nurse's appropriate base rate of pay (less differential) or overtime rate, if applicable.

Section 4. Military Leave. Nurses who are members of a military reserve component shall be eligible for a leave of absence in accordance with applicable federal and state laws, including USERRA. Upon presentation of military orders and pay vouchers to the Employer's Leave of Absence Administrator, the nurse shall be paid the difference between her military pay and the regular straight time pay which she would have received for hours scheduled for her during the leave of absence which she would have worked but for the leave, less differentials, if any. At the nurse's option, which shall be stated in writing to the Hospital at the time orders are presented, the nurse may elect to take accrued Paid Days Off instead of the benefits provided for in this Section. Written military orders must be presented to the nurse's supervisor and the Employer's Leave of Absence Administrator at least 14 days in advance of the effective date, or as soon as possible.

Section 5. Bereavement Pay. Employees budgeted to work fifteen (15) hours per week or more per week, are eligible for Bereavement Leave, upon date of hire for the full amount of Bereavement Leave for scheduled work time. An employee's Bereavement Leave will be prorated based on the nurse's FTE status.

Any nurse on an approved leave of absence or receiving other forms of compensation (e.g., short term or long-term disability payments, or workers' compensation) is not eligible for Bereavement Leave. Bereavement Leave may be substituted for scheduled PTO; additional leave may be requested through a personal leave of absence. Consistent with operational and patient care needs, requests for additional time off for bereavement will not be unreasonably denied subject to staffing and patient care needs.

A nurse who wishes to take time off due to a death of a covered family member must notify the manager as soon as possible of the need for Bereavement Leave. During the leave, the nurse should keep the manager

informed regarding a return-to-work date and any changes in the leave. Managers may request documentation supporting the need for Bereavement Leave at their discretion.

A nurse is allowed up to five (5) scheduled working days within fourteen (14) calendar days from the date of death, not to exceed forty (40) scheduled working hours away from the nurse's regular work schedule with bereavement pay in the event of the death of a nurse's spouse, child, stepchild, parent, or stepparent.

A nurse is allowed up to three (3) scheduled working days within fourteen (14) calendar days from the date of death, not to exceed twenty four (24) scheduled working hours away from the regular work schedule with bereavement pay in the event of the death of a nurse's parent-in-law or spouse's stepparent, legal guardian, daughter-in-law, son-in-law, brother, step-brother or half-brother, sister, step-sister or half-sister, grandparent, step-grandparent, grandparent-in-law, grandchild, or step-grandchild. If a nurse's three (3) scheduled working days would equal thirty-six (36) scheduled hours, said nurse may take the full three (3) working days off by supplementing any hours above the twenty-four (24) with PTO, if available. If the nurse does not have available PTO, the nurse shall apply for an unpaid personal leave, which shall not be unreasonably denied subject to patient care needs.

A nurse is allowed up to one (1) scheduled working day within fourteen (14) calendar days from the date of death, not to exceed twelve (12) scheduled working hours away from the regular work schedule with bereavement pay in the event of the death of the nurse's aunt or uncle, niece or nephew, sister-in-law, or brother-in-law.

Payment of Bereavement Leave will be based on the nurse's regular work schedule and will only be paid for days that the nurse who have otherwise been scheduled to work. Bereavement pay is calculated on the nurse's base pay rate at the time of the absence without differentials.

Bereavement Leave is classified as non-working hours and will not be subject to overtime calculations. All hours used as Bereavement Leave must be documented appropriately in the timekeeping system. Employees will continue to accrue benefits while on Bereavement Leave. If a nurse requests additional Paid Time Off related to the death of a relative, such requests, subject to patient care needs, will not be unreasonably denied.

Section 6. Family and Medical Leave Act Compliance

- a) Purpose. To establish the respective rights and obligations of the Hospital and its employees under the Family and Medical Leave Act ("FMLA") of 1993.
- b) Scope. All eligible employees.
- c) FMLA Requirements. FMLA requires that leave be granted to eligible employees for the following reasons:
 - 1. Birth of a child and to care for the newborn child;
 - 2. Placement of a child for adoption or foster care with the employee;
 - 3. To care for a child, spouse, or parent with a serious health condition;
 - 4. An employee's serious health condition which prevents the employee from performing the essential functions of the job;
 - 5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty";
 - 6. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin.
- d) FMLA requires that an employee's health insurance benefits be maintained during the leave on the same basis as in effect before the leave.

e) FMLA also requires that the employee be returned to her former position or to an equivalent position and that all benefits be immediately reinstated, upon return from leave.

f) Eligibility. An eligible employee is one who has completed at least twelve (12) months of service and who has worked at least 1,250 hours in the twelve (12) months immediately preceding the start of the leave.

Section 7. The Hospital may grant a leave of absence for good cause shown, such as education, attendance at conventions, ONA/ANA/AFT meetings, seminars, workshops, or conferences related to professional nursing. In addition, the Hospital may grant an extended unpaid leave of absence of up to one (1) calendar year to any nurse who requests such leave of absence to return to school at a recognized educational institute to obtain an additional degree in nursing. Such leaves will be granted at the sole option and convenience of the Hospital.

Section 8. Federal and State Protected Leave. The Hospital agrees to abide by state and federal law in regard to leave of absences.

Section 9. In accordance with the Hospital's then-existing policy, a Transitional Work Program is available to any nurse who has completed their probationary period and provides sufficient medical documentation of their work restrictions for occupation or non-occupational injuries or illnesses.

ARTICLE 15: Discipline

Section 1. The Hospital shall have the right to discipline or discharge any nurse for just cause.

Section 2. Any disciplinary action will occur within a reasonable time from the date that the Hospital becomes aware of the alleged infraction. Termination is considered timely if it occurs following a suspension pending investigation.

Section 3. A nurse who is to be discharged shall have the right at her request to the presence of an ONA representative at the meeting at which such action is to be taken. At the discharge meeting, the nurse and the ONA representative, if present, shall be provided with a copy of the written notice of discharge and shall be required to sign said notice acknowledging receipt. Signature of the notice of discharge by the nurse and/or ONA representative shall acknowledge receipt of the discipline, not agreement with it. If an ONA representative is not immediately available, the discharge meeting will be delayed for a reasonable time until an ONA representative is available.

A nurse who is to be disciplined but not discharged shall, at her request, have the right to the presence of an ONA representative at the meeting at which such action is to be taken, provided that an ONA representative is available. At the disciplinary meeting, the nurse, and the ONA representative, if present, shall be provided a copy of the disciplinary action and shall be required to sign said notice acknowledging receipt. Signature of the disciplinary action may be required by the nurse and/or ONA representative shall acknowledge receipt of the discipline, not agreement with it.

If no ONA representative is present for the discharge or disciplinary meetings with the nurse, the Hospital will notify an ONA representative in person, by telephone, or by email of the discipline or discharge, and will provide the ONA representative a copy of such discharge or discipline.

If a nurse has a reasonable belief that an investigatory meeting will result in discipline to her, she has the right to have an ONA representative at the meeting upon request by the nurse. If an ONA representative is not available, the investigatory meeting may be delayed a reasonable period of time until an ONA representative is available. If an ONA representative is not available, the Hospital may choose not to conduct the interview and make a determination based on the information available; however, nothing in this section relieves the Hospital of the duty to discipline solely for just cause.

An "ONA representative" shall include local leadership or any grievance stewards previously designated by the ONA to the Hospital. Nothing herein shall preclude the Hospital from suspending a nurse pending investigation.

Section 4. The Hospital recognizes the right of a nurse to appeal disciplinary action through the Grievance Procedure provided for in this Agreement, including the reasonableness of any work rule involved. Any grievance relating to a suspension or discharge must be filed in writing within five (5) working days following the suspension or discharge or the grievance shall be void and untimely. Such grievance shall be filed at Step 2 of the Grievance Procedure. If as a result of the processing under the Grievance Procedure the parties agree that the disciplined nurse was justly dealt with, then the action shall be final; if the parties agree that the action was unjust, then the nurse shall be reinstated pursuant to the agreement reached between the parties.

Section 5. In taking disciplinary action against any nurse, the Hospital will not rely on any corrective action taken against the nurse more than one (1) year before the occurrence upon which the disciplinary action is based. Unless otherwise provided herein, associates who have active final written warnings/suspensions are not eligible for transfer or promotional opportunities or tuition assistance benefits.

Section 6. In case of discharge or suspension, the Hospital shall recognize a grievance timely filed by ONA where it can be proven that the affected nurse was unable to file the grievance within the contractual time limits because of her incapacitation.

ARTICLE 16: Termination of Employment

Section 1. A nurse who resigns shall give the Hospital four (4) weeks written notice addressed to the employee's Manager/Director and Human Resources.

Section 2. In cases of voluntary resignation, the Hospital shall have the option of requiring a nurse to work her notice period or terminating her at any time within the notice period and pay the nurse for her remaining scheduled hours in the notice period.

Section 3. In all cases of termination, an interview with Human Resources or her designee shall be held at the associates' request.

ARTICLE 17: Paid Days Off

Section 1. Paid Time Off.

- a) All regular full-time nurses budgeted to work at least thirty (30) hours per work and part-time nurses budgeted to work at least sixteen (16) hours per week are eligible for Paid Time Off ("PTO").
- b) Time accrues from the first (1st) day of employment; however, time is not "earned," nor is there any entitlement to the time or its value, until nurses have successfully completed the ninety (90) day probationary/new nurse orientation period.
- c) The amount of PTO benefits a nurse accrues during a year is based on continuous years of service and employment status at that time. Nurses will begin to accrue their next higher PTO benefit on the nurse's service date. The PTO benefit for all full-time nurses working 2,080 hours is based on the following chart:

<u>Years Of Service</u>	<u>Hours (Based on 2,080 hours worked in a year)</u>	<u>Accrual per hour worker per pay period</u>	<u>Days accrued (Based on 2,080 hours worked in a year)</u>
0 – 2 Years	144	.0692	18
3 – 7 Years	176	.0846	22
8 – 14 Years	208	.1000	26
15+ Years	224	.10769	28

Part-time nurses' PTO benefit is pro-rated based on the hours worked in the PTO accrual year and shall not exceed the accrual rate of a forty (40) hour per week nurse. Likewise, full-time nurses' accrual rate shall be based on forty (40) hours per week.

- a) Nurses must earn PTO hours before they are used. When granting time off, approval will be based on the accrual of PTO for the time requested. If, however, at the time of the official schedule being posted the employee does not have sufficient PTO accrual to cover the requested time off, the PTO may be denied.
- b) Nurses shall accrue PTO while utilizing PTO. Nurses shall accrue PTO while on mandatory time off work, including low census on-call, but excluding reductions associated by lay-off. All time spent by nurses on leaves of absence, disability, or unpaid time off shall not count for PTO accrual purposes.
- c) A nurse's PTO shall be calculated using the nurse's regular straight-time hourly rate exclusive of any differentials or shift premiums. Eligible nurses will receive pay for her PTO in the normal payroll process cycle.
- d) Beginning January 1, 2017, if a nurse has PTO hours remaining in the bank, those hours may be carried over to the next calendar year to the allowable maximum carryover of One Hundred Sixty (160) hours.
- e) PTO is to be used for vacations and personal days and for applicable elimination periods associated with an illness or an injury. A nurse must use PTO, if available in his bank, for any time off work except when utilizing Hospital Convenience time. Every effort will be made to schedule PTO in advance. A nurse receiving short-term disability may, at her discretion, choose to supplement her

short-term disability with available PTO not to exceed one hundred percent (100%) of her budgeted FTE wages.

- f) Scheduled PTO shall be taken only at times mutually agreed to by the Hospital and the nurse. The Hospital may establish maximum numbers of nurses who can be absent from work at any given time. Seniority, on a rotating basis, shall be the determining factor, and all requests shall be submitted no later than forty-five (45) days prior to the twenty-eight (28) day schedule effective date for PTO to be taken after such dates. PTO requests shall be responded to within fourteen (14) calendar days of said dates. No requests can be submitted more than six (6) months in advance. All other requests shall be considered on a first come, first served basis.
- g) Upon separation (other than for cause) or retirement, a nurse shall be paid a cash conversion of all earned but unused PTO.

Section 2. When a Hospital Convenience ("HC") day is determined by the Hospital to be necessary to reduce staff on a one-shift basis, the Hospital shall reduce staffing in the following order:

- a) Voluntary in the department affected. Beginning at 7:00 a.m. an employee may request an HC for shifts beginning within the next twenty-four (24) hours. An employee wishing to volunteer for an HC shall contact the Department Director. Voluntary HCs will be assigned on a first request basis.
- b) If no request for a voluntary HC is made, an HC will be assigned according to the department's rotation HC list. Each department will keep an HC list which will be posted on the unit and rotate on a least senior to more senior basis. The Department Director will decide according to the department list who should be assigned an HC day for that shift. The employee given an HC will check the department HC list the first shift he/she works thereafter to make sure that he/she was given credit for the HC.
- c) An employee will be skipped if he/she cannot be reached but shall remain next on the list for HC assignment.
- d) HCs will continue to be determined on a department-by-department basis. The Department Director is responsible for determining the qualifications needed to maintain safe, quality patient care and/or department efficiency. The Department Director can, if necessary, skip the employee next on the rotation list for an HC day, if they determine that the area involved needs that particular employee's qualifications for that particular shift. If the employee is skipped for the aforesaid reason, he/she will remain next on the list for an HC day assignment.
- e) The Hospital will notify an employee as soon as practicable, but in no instance less than ninety (90) minutes before the shift is to begin in which the employee is to be assigned an HC day. If an employee reports to duty and is assigned the complete shift off as HC, the employee will be paid two (2) hours of pay.
- f) The sole remedy for an inappropriate HC assignment shall be a credit for the HC on the HC list.
- g) Employees shall receive no pay for the Hospital Convenience Days Off, but such time off will be counted as hours worked for the purpose of seniority and benefits provided for in this Agreement. The employee may, at her option, use available PDO hours on the Hospital Convenience Days Off.
- h) Members of the negotiating committee will be allowed to use HC Days for days spent in negotiation.
- i) Supervisory and PRN personnel will not be used to replace a nurse on HC.

- j) The Hospital will not mandate more than eighteen (18) hours of HC (with or without on-call component) in a pay period. Notwithstanding the foregoing, the Hospital retains the right to utilize other provisions of the contract including Article 11, Section 1 and 3 and Article 13, Section 5 to adjust the staffing levels as needed.

Section 3. During normal working hours, hours spent by a designated nurse in an on-call status shall be counted as HC hours for purposes of seniority and benefits provided for in this Agreement.

ARTICLE 18: Holidays

Section 1. Holiday Benefit

- A. The following seven (7) holidays will be recognized with Holiday Benefit pay:
1. New Year's Day (First Day of January)
 2. Memorial Day (Last Monday in May)
 3. Independence Day (Fourth of July)
 4. Labor Day (First Monday in September)
 5. Thanksgiving Day (Fourth Thursday in November)
 6. Christmas Day (Twenty-fifth of December)
 7. Personal Floating Holiday (This Personal Floating Holiday shall only be taken in full day increments. Employees hired after October 1 in any given year shall not be eligible for this Personal Floating Holiday until the following year).
- B. Holiday Benefit pay will not be included in the Paid Time Off bank. This is a non-accrued benefit and is not payable upon termination.
- C. The Holiday Benefit is available immediately upon hire to full-time nurses budgeted to work thirty (30) or more hours per week. The Holiday Benefit equals up to eight (8) hours of base pay without differentials. Nurses shall not be permitted to receive a Holiday Benefit greater than their regularly scheduled shift and not to exceed eight (8) hours. If an individual is designated with a full-time equivalent (FTE) value of less than 0.90, the value will be prorated. For example, for a 0.80 FTE employee, the maximum payable benefit is 6.5 hours.
- D. Part-time nurses, budgeted to work less than thirty (30) hours per week, are not eligible for the Holiday Benefit. They are eligible for Holiday Premium pay, below.
- E. The Holiday Benefit does not count as hours worked for the purposes of overtime calculation.

In order to be eligible for a Holiday Benefit, a nurse must work the last scheduled shift before and first scheduled shift after the holiday. Should a nurse experience an unscheduled absence (as defined by the Attendance Policy) on the last scheduled workday before the holiday, the day of the holiday, or the first scheduled workday after the holiday, the nurse will not receive the Holiday Benefit.

If a nurse uses approved PTO and a holiday falls within the scheduled PTO duration, the nurse will receive the Holiday Benefit, and PTO for the holiday will not be withdrawn from the nurse's PTO bank.

Nurses on an approved Leave of Absence are not eligible for the Holiday Benefit if the holiday falls within their leave period.

Section 2. Holiday Premium

- A. The following seven (7) holidays will be recognized with Holiday Premium pay:
1. New Year's Day (First Day of January)
 2. Memorial Day (Last Monday in May)
 3. Easter Sunday
 4. Independence Day (Fourth of July)
 5. Labor Day (First Monday in September)
 6. Thanksgiving Day (Fourth Thursday in November)
 7. Christmas Day (Twenty-fifth of December)

The Hospital provides premium pay of an additional fifty percent (50%) of base pay for all hours worked by employees from 11:00 P.M. the night before to 11:00 P.M. the night of the foregoing seven (7) holidays.

There will be no pyramiding of premium pay outlined in this policy. Pyramiding is defined as stacking two or more premiums together (i.e., overtime and holiday premium). Overtime hours excessive of those paid as a premium will be paid in compliance with state and federal law.

Holiday premium paid for time worked on the Hospital's recognized holidays will include all applicable differentials.

ARTICLE 19: Wages

Section 1. Subject to Sections 2 and 6 of this Article, all nurses shall be paid in accordance with the wage progression schedule outlined in Appendix 4 based upon their years of continuous service as defined in the Agreement.

Any applicable pay increases are effective the first full pay period in April of each of the years included in this contract and are set forth in Appendix 4 Wage Progression Schedule. The applicable wage scales are provided. For 2025, effective the first full pay period following ratification, a three percent (3.0%) across the board wage increase to the applicable wage scales and step progression will be provided to all employees that have not received a step progression increase in 2025. The Hospital will increase the 2025 wage scale to 26 steps. For 2026, a three percent (3.0%) across the board increase to the applicable wage scales and step progression increase will be provided effective the first full pay in April. The Hospital will increase the 2026 wage scale to 27 steps. For 2027, a three percent (3.0%) across the board increase to the applicable wage scales and step progression increase will be provided effective the first full pay period in April. The Hospital will increase the 2027 wage scale to 28 steps. In no event shall a nurse receive more than the maximum of the applicable rate within the scale. Nurses at the maximum of the applicable range shall receive an annual pay increase in the form of a lump sum to the extent the pay increase is above the applicable range.

Section 2. Clinical Ladder. The Hospital's Clinical Advancement Program was created and implemented to recognize and reward nurses for enhanced clinical and professional practice that aids in achieving optimal patient outcomes and meeting department, unit, and hospital-wide goals. The process of completing each portfolio will enhance and promote personal and professional growth as well as a better understanding of the nurses' role at the Hospital.

Effective the first full pay period in April 2019, all bargaining unit members will be placed as a Clin II Nurse within the Clinical Advancement Program. After the first full pay period in April 2019, any RNs who are hired by the Hospital, whether employed full-time or part-time, will be evaluated at hire for placement into the appropriate level of the Clinical Advancement Program.

The Hospital reserves the right to modify the Clinical Advancement Program. However, prior to implementing any modifications to the Clinical Advancement Program, the Hospital will share the proposed modifications with the ONA and consider any input that ONA may have.

Section 3. On-Call Hours. A nurse who is designated to be on-call shall be paid two (\$2.00) dollars per hour for time spent in the on-call status. If an on-call nurse is called to work at the Hospital she shall be paid for such hours worked at the appropriate rate of pay. A nurse who is on-call shall be required to furnish the Hospital a telephone number where she can be reached and be able to report to the Hospital for duty within forty-five (45) minutes. An on-call nurse who is called in to work shall be provided with at least two (2) hours of work or pay at the appropriate rate if she reports at the scheduled time unless she has been called off prior to reporting to work. A nurse who is called in who is not on call shall be guaranteed a minimum of two (2) hours work or pay to be computed at the appropriate rate of pay. A nurse who is given the Hospital Convenience Time will be considered as Low Census On-Call and fall under the provisions of Article 13 Seniority, Section 10.

Section 4. The Hospital shall pay a shift differential of two dollars and fifty cents (\$2.50) per hour for all regularly scheduled hours worked on the second shift, and a shift differential of three dollars and seventy-five cents (\$3.75) per hour for all regularly scheduled hours worked on third shift. Nurses who work a majority (over one-half) of their shift during second or third shift time zones will receive applicable differential for the entire shift. Nurses who work one-half but less than a majority of their shift in a premium eligible shift will receive the applicable premium for those hours worked. Nurses who do not work at least one-half of their shift in the second or third shift time zone will not receive a differential.

Effective the first full pay period of January 2026, the Hospital shall pay a shift differential of a shift differential of four dollars (\$4.00) per hour for all regularly scheduled hours worked on third shift.

Section 5. A nurse who is designated to work as a Relief House Supervisor shall be paid a differential of three dollars (\$3.00) per hour for all hours worked in that capacity.

Section 6. A registered nurse accompanying a patient on an ambulance run in the transfer of that patient to another facility shall be paid one and one-half ($1\frac{1}{2}$) times her straight time hourly rate of pay for all hours spent on the ambulance run. The ambulance run shall commence at the time she leaves the Hospital and shall end at the time she returns to the Hospital.

Section 7. The Hospital shall have the right to hire experienced nurses at rates above the start rate.

Section 8. A Weekend premium of four dollars (\$4.00) per hour shall be paid to the nurse who works any additional weekend shift in which they were not scheduled between Friday 11:00 p.m. and Sunday 11:59 p.m.; provided however, such nurse works a minimum of one half ($1/2$) of her shift during such time period.

A Weekday premium of two dollars (\$2.00) per hour shall be paid to the nurse who works any additional weekday shift (3:00 p.m. -- 11:00 p.m. Monday through Friday, 11:00 p.m. -- 7:00 a.m. Monday through Thursday or 7:00 p.m. -- 7:00 a.m. Monday through Thursday) in which they were not scheduled; provided however, such nurse works a minimum of one half of her shift during such time period.

Section 9. A nurse who refers a candidate to Mercy Allen Hospital for a position designated as a "hard-to-fill position" (including but not limited to registered nurses) shall receive a lump sum referral bonus for each recruit on the following basis:

Recruit accepts full-time employment	\$2,000.00
Recruit accepts part-time employment	\$1,000.00
Recruit accepts PRN employment	\$ 500.00

The Hospital will post a quarterly memo delineating the designated "hard-to-fill positions" and the time frames for eligibility for above said bonuses.

Such bonus payment is contingent upon the candidate being hired and successfully completing one (1) year of employment. The referral bonus shall be paid the beginning of the first (1st) pay period following such successful completion.

Section 10. The Hospital may increase premiums and shift differentials during the term of this Agreement in accordance with business needs.

Section 11. A nurse who works at another Mercy Health facility during a work week shall be paid at their straight time hourly rate for such hours worked, unless such hours qualify as overtime hours in the work week, in which case such hours will be paid at one-and-one-half times the nurse's regular hourly rate.

ARTICLE 20: Insurance and Pensions

Section 1. The Hospital shall make available to all active nurses' coverage under the following Plans, and the nurses shall pay the cost of said coverage for employees to the extent set forth below on a monthly basis (premiums will be deducted bi-weekly):

Flex Plan:

2025	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	19%	21%	21%	21%
Part-Time	30%	34%	34%	35%
2026	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	20%	22%	22%	23%
Part-time	30%	34%	34%	35%
2027	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	21%	23%	23%	24%
Part-Time	30%	34%	34%	35%
2028	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	22%	24%	24%	25%
Part-Time	30%	34%	34%	35%

Plus Plan:

2025	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	14%	16%	16%	16%
Part-Time	15%	31%	31%	31%
2026	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	14%	16%	16%	16%
Part-time	15%	31%	31%	31%
2027	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	14%	16%	16%	16%
Part-Time	15%	31%	31%	31%
2028	Employee	Employee + Spouse	Employee + Child(ren)	Family
Full-Time	14%	16%	16%	16%
Part-Time	15%	31%	31%	31%

The above contribution percentages do not include tobacco-free surcharges. Those nurses who do not qualify for the tobacco-free credit will pay more annually so their percent contributions will be higher than the contributions listed in the table above. The Tobacco Free Status will be captured through self-attestation one time annually. The nurses who do not qualify as tobacco free or whose covered dependents do not qualify as tobacco free will receive a tobacco free credit on their payroll, which will be a minimum of fifty-five dollars (\$55.00) per pay for 2019, and will thereafter be determined by the Hospital in accordance with the same terms and conditions required by similarly situated, non-exempt, non-union employees in the Lorain Market. Those nurses and/or covered spouses and dependents who are eighteen (18) years old and who are not tobacco free may participate in and complete a designated tobacco cessation program each year at which time the foregoing tobacco-free credit will be applied, and the nurse will be made whole for the calendar year in which the program is completed.

The Mercy Plus Plan contribution percentages outlined above do not reflect a Just Contribution, which discounts contribution for full-time employees that earn less than fifty thousand dollars (\$50,000) annually and part-time employees that earn less than twenty-one thousand dollars (\$21,000) annually. For those employees who earn under fifty thousand dollars (\$50,000) annually for full-time and twenty-one thousand dollars (\$21,000) for part time, the percentage contribution rates will be less.

Each nurse who elects to cover family members under benefit coverage shall furnish the Hospital with a list of eligible dependents along with certification of dependency status through various identification and verification forms. The nurse shall keep this information accurate and current and advise the Hospital of any changes. Failure to provide accurate and timely information may result in coverage cancellation. Fraudulent information may be grounds for nurse discipline, up to and including termination.

In the event that the nurse requires specialist care, whether a specialist is available in their chosen insurance plan will take reasonable accessibility in terms of distance into account.

Eligible dependents include a spouse or other adult (if the adult shares a residence with the employee and they share in household expenses) and dependent children up to age twenty-six (26) (and the dependent children of the other adult if the other adult is enrolled for coverage) under the same definitions of dependency as provided for similarly situated non-union employees. If a nurse's spouse/other adult is eligible for group health coverage under another employer's plan, the spouse/other adult is required to take single coverage through their employer in order to be eligible for secondary coverage under the Mercy plan in accordance with the same terms and conditions required by similarly situated, non-exempt, non-union employees in the Lorain Market. Determination of whether a spouse/other adult is required to take single coverage through their employer will follow existing Hospital policy at time of enrollment regarding cost of spouse's offered monthly premiums. Nothing herein shall prevent any nurse's spouse/other adult from obtaining secondary coverage under the employee's Hospital coverage as per current practice and as allowable by law.

All full-time and part-time nurses who elect medical coverage, as well as covered spouses under the medical plan, are eligible to participate in the Hospital's wellness program which provides the opportunity to earn financial incentives in the form of a Health Reimbursement Account (HRA) for the following year. Nurses' participation in the wellness program will be on the same terms and conditions as those of similarly situated, non-union employees in the Lorain Market.

Full-time employment status for purposes of insurance benefit eligibility under this Article means the nurse is budgeted for a regular schedule of at least thirty (30) hours per week. Part-time employment status for purpose of insurance benefit eligibility under this Article means the nurse is budgeted for a regular schedule of at least fifteen (15) and less than thirty (30) hours per week. The Hospital reserves the right (for full-time eligibility) to use actual hours worked (as required by applicable law) to place a person in a full-time eligibility status. The Hospital retains the management right to determine the process for making coverage available employees, provided that unless federal law permits eligibility, will not increase above the foregoing full-time and part-time minimums.

The Hospital reserves the right, on an annual basis, to adjust any and all insurance benefits in this Agreement in regard to all aspects of their terms and conditions, including nurse eligibility for all insurance benefits, actual

insurance benefit offerings, insurance benefit plan designs, insurance benefit employee contributions, insurance benefit carrier/administrator and networks, funding of insurance benefits, utilization/case management, spousal exclusion, dependent verification, health management, wellness program, wellness incentives and any other means of providing any insurance or flexible benefit provided for in this or other benefit-related Articles in this Agreement throughout the term of this Agreement, so long as such changes also apply to similarly-situated, non-exempt, non-union employees in the Lorain Market.

The Hospital reserves the right to periodically modify the prescription drug formulary, clinical rules, and refill requirements (including in-house and mail order), so long as such modifications are made on the same basis as for all non-bargaining unit employees in the Lorain Market.

Section 2.

The Hospital will make available to employee's dental and vision plans at the employees' cost.

The dental and vision plans will be on the same terms as those plans are offered to similarly situated, non-exempt, non-union employees in the Lorain Market. Any changes to the dental or vision program (and the cost to employees) will be on the same terms and conditions as those of similarly situated, non-union employees at the Hospital.

Section 3. Subject to the provisions of the then-existing group policy, the Hospital shall provide coverage under its Life and Accidental Death and Dismemberment insurance plans to active staff nurses who are regularly scheduled to work at least fifteen (15) hours per week at no cost to the nurse in the amount equal to her annual salary based on the employee's hourly base rate multiplied by the employee's annual budget hours during the current year, rounded to the nearest one thousand dollars (\$1000.00).

Coverage under this Hospital's Life and Accidental Death and Dismemberment insurance plan shall cease for nurses on an unpaid leave of absence or layoff at the end of the policy month next following the policy month in which the leave of absence or layoff commences. Thereafter, coverage will be reinstated in accordance with the provisions of the group policy.

Section 4. The Hospital shall have the right to select and/or change the carrier of any insurance benefit provided for in this Article or may elect to self-insure any such benefit provided that the benefits provided under any new arrangement are at least equal, to the extent available, to those provided for in this Article.

Section 5. The Hospital shall maintain a 403(b) defined contribution savings plan. All new employee and Hospital contributions will be made to the Mercy Health savings plan in accordance with the plan.

Under the 403(b) plan, the Hospital will contribute, on a per pay period basis, fifty cents (\$0.50) on the dollar (\$1.00) up to six percent (6%) of employee's earnings contributed to the plan. An employee will receive such matching contributions after completing one (1) year of service during which employee works a minimum of one thousand (1,000) hours.

The 403(b) plan contains an automatic enrollment mechanism starting at one percent (1%) employee contribution and escalating to fifteen percent (15%). Nurses may opt out or change contributions at any time. The Hospital will advise nurses of the auto escalation and their ability to opt out during each annual enrollment.

In addition, the Hospital will contribute on an annual basis a Core Contribution of one thousand, five hundred dollars (\$1,500.00). If an employee actually works fewer than two thousand, eighty (2,080) hours in a calendar year, the one thousand, five hundred dollars (\$1,500.00) contribution will be prorated. An employee is eligible to receive the Core contribution after completing one (1) year of service, working a minimum of one thousand (1,000) hours of service in the calendar year, and employed on December 31st.

The Hospital may, at its sole discretion on the same terms and conditions as those of similarly situated, non-union employees at the Hospital provide system performance-based bonuses and/or incentive.

An employee is one hundred percent (100%) vested in the 403(b) plan after three (3) years of service. Current employees shall receive the greater of the old or new vesting schedule.

Plan provisions, investment options and Plan advisors and administrators, shall be determined solely by the Employer provided any changes apply to similarly situated non-bargaining employees in the Lorain Market.

Section 7. Long-Term Disability. The Hospital shall provide a long-term disability plan at no cost to active full-time employees. The Hospital may, at its sole discretion, adjust the employee eligibility for long term disability, long-term disability plan designs, long-term disability employee contributions, insurance carrier/administrator, the funding of the long-term disability plan, and other means of providing any long-term disability benefit provided for in this or related provisions during the course of this Agreement, as long as such changes are also applied to similarly situated, non-exempt, non-union employees in the Lorain Market.

Section 8. Short Term Disability. All full-time and eligible part-time employees who have been employed at least six (6) months are eligible for Hospital paid short term disability insurance which provides a benefit of 60% of the nurse's base hourly wage rate or salary, with no weekly maximum. For short-term disability benefits, the elimination period is a week's worth of scheduled shifts or seven (7) calendar days, whichever is less. The maximum benefit period for said disability is twenty-six (26) weeks including the elimination period. The short-term disability benefit is based upon nurse's budgeted hours.

The Hospital may, at its sole discretion, adjust the nurse eligibility for short-term disability, short-term disability plan designs, short-term disability employee contributions, insurance carrier/administrator, the funding of the short-term disability plan, and other means of providing any short-term disability benefit provided for in this or related provision during the course of this Agreement, as long as such changes also apply to similarly-situated, non-exempt, non-union employees in the Lorain Market.

ARTICLE 21: Miscellaneous Benefits

Section 1. Nurses who are called as witnesses to testify on the Hospital's behalf in any legal proceeding, or who are subpoenaed to testify as witnesses in any legal proceeding with respect to matters relating to their employment at the Hospital shall be paid at the appropriate rate for all time lost from scheduled work.

Section 2. The Hospital will provide a microwave oven in the cafeteria for the use of employees.

Section 3. The Hospital will reimburse a nurse who has been authorized to use her own automobile during the course of her duties on behalf of the Hospital at the rate paid under Hospital policy applicable at that time. ONA and the Local Unit Chair will be informed in writing of any changes in the Hospital policy.

Section 4. Full-time and part-time nurses who have completed ninety (90) days of service are eligible for educational assistance. Nurses on a leave of absence are not eligible for educational assistance unless otherwise approved by the Hospital.

Educational assistance may be provided in accordance with the Hospital's then-existing Student Loan Repayment Program and the Hospital's then-existing Tuition Assistance Program.

Section 5. Opportunity for cross-training will be on a voluntary basis in order of seniority and shall be posted on the same electronic system as of vacancies. If an employee indicates a desire to cross-train, the Hospital will provide a minimum two (2) weeks orientation to the new unit, which may be modified by the Hospital if mutually agreed upon by the nurse and unit manager based on the individual nurse's prior experience and skills. For a nurse to maintain sufficient skills to cross-train, she will work in a unit a minimum of twenty-four (24) hours per quarter. A cross-trained nurse will have the opportunity to pick up extra shifts in her cross-trained unit, as well as be floated to her cross-trained unit as an alternative to being sent home in the event of down-staffing. In the event that there are insufficient volunteers for a cross training, a nurse can be eligible for cross-training in multiple units. If a cross-trained nurse is next in line to be called off or sent home using HC, the nurse shall have the option to be reassigned to her cross-trained unit if staffing needs allow or take the HC.

Section 6. Following the effective date of this Agreement, nurses shall participate in the Hospital's Incentive Shared Success program (or any incentive program which replaces Incentive Shared Success) on the same terms as similarly situated, non-union employees in the Lorain Market.

ARTICLE 22: Weekend Program

Section 1. In the event that the Hospital determines that it desires to implement a weekend program, the parties agree that they will enter limited contract re-opener negotiations and bargain until agreement or impasse over the terms and conditions of such weekend program. The parties agree that Article 8, No Strike/No Lockout, shall remain in full force and effect during any negotiations under this Section.

ARTICLE 23: Alteration of Agreement and Waiver

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

Section 2. The Hospital and ONA acknowledge that this Agreement, and any supplement thereto, embody the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all nurses covered by this Agreement.


Section 3. In the event any provision of this Agreement is held to be in conflict with or violation of any state or federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

ARTICLE 24: Duration

Section 1. This Agreement is effective this 1st day of April 2025 shall continue in full force and effect without change until 11:59 p.m. on March 31, 2028. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to March 31, 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 March 31, 2028, subject to termination or amendment by either party on at least ninety (90) days written notice prior to March 31st of any subsequent year.

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

Ohio Nurses Association



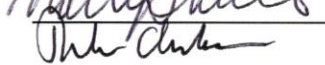

Date: 5/15/2025

Mercy Allen Hospital

Lisa Johnson
Donna Rand

Date: 5/8/2025

Local Unit

~~Del Wats RD~~ 6-4-2025
~~Molly Smith RD~~ 6-4-2025

Date: _____

APPENDIX 1: Certifying Agencies

ICU	American Association of Critical Care Nurses
OR	Association of Operating Room Nurses
ER	Emergency Nurses Association
OB	(AWHONN) - Association of Women's Health Obstetric and Neonatal Nurses
PACU	American Society of Post Anesthesia
Nurses Med-Surg-Peds-Subacute	American Nurses Association General Nursing Practice Medical- Surgical Nurse Gerontological Nurse Pediatric Nurse
Home Health	American Nurses Credentialing Center

APPENDIX 2: Dues Deduction Authorization for ONA and/or Local Unit

Dues

I authorize Mercy Allen Hospital to deduct from my earnings each pay period such sums as the Ohio Nurses Association may certify as due and owing from me as monthly membership dues, and to promptly pay such sum to the Association. Upon written notification by the Association that the monthly amount has changed, the Hospital is authorized to change my deduction accordingly.

I reserve the right to revoke this authorization during the thirty (30) day pay period preceding the next anniversary date of the Agreement. This authorization shall annually renew itself, subject to proper revocation.

Signature

Date

Name

Social Security Number

I authorize Mercy Allen Hospital to deduct local unit dues in whatever sums are designated in writing by the Local Unit Chair from the first (1st) pay in July of each year, such dues to be transmitted to the Local Unit Chair or her designee.

Signature

Date

Ohio Nurses Association
4000 East Main Street
Columbus, Ohio 43213-2983

APPENDIX 3: Grievance Form

OHIO NURSES ASSOCIATION

MERCY ALLEN HOSPITAL

Name: _____ Date _____
Address: _____ Step # _____

Home Phone: () _ Cell Phone: ()

Details of Grievance (include date, time, place, persons present, article(s), and section(s) of contract violated):

Relief or Adjustment Requested (be specific): _____

Nurse's Signature: _____ ONA Representative: _____

Copy Distribution: One copy to appropriate step-level supervisor (see contract); one copy to Grievance Committee representative; one copy to ONA headquarters; and one copy to the aggrieved nurse.

APPENDIX 4: Wage Progression Schedule

EFFECTIVE THE FIRST FULL PAY PERIOD OF APRIL 2025, 2026, and 2027

2025

2025	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
U01	\$33.09	\$34.17	\$35.00	\$35.92	\$36.91	\$37.68	\$38.57	\$39.72	\$40.69	\$41.71	\$42.54	\$43.39	\$43.83	\$44.27	\$44.71	\$45.16	\$45.61	\$46.07	\$46.53	\$47.00	\$47.47	\$47.94	\$48.42	\$48.90	\$49.40	\$49.89
U02	\$33.77	\$34.87	\$35.71	\$36.65	\$37.66	\$38.45	\$39.35	\$40.53	\$41.52	\$42.56	\$43.41	\$44.28	\$44.72	\$45.17	\$45.62	\$46.08	\$46.54	\$47.01	\$47.48	\$47.95	\$48.43	\$48.91	\$49.41	\$49.90	\$50.40	\$50.91
U03	\$34.78	\$35.91	\$36.78	\$37.75	\$38.80	\$39.60	\$40.54	\$41.74	\$42.77	\$43.84	\$44.71	\$45.61	\$46.06	\$46.52	\$46.99	\$47.46	\$47.93	\$48.42	\$48.90	\$49.39	\$49.89	\$50.38	\$50.89	\$51.40	\$51.92	\$52.43
U04	\$35.45	\$36.61	\$37.49	\$38.48	\$39.55	\$40.37	\$41.32	\$42.55	\$43.59	\$44.68	\$45.58	\$46.49	\$46.95	\$47.42	\$47.90	\$48.38	\$48.86	\$49.36	\$49.85	\$50.35	\$50.85	\$51.36	\$51.87	\$52.39	\$52.92	\$53.45
U05	\$35.11	\$36.25	\$37.13	\$38.11	\$39.16	\$39.98	\$40.92	\$42.14	\$43.17	\$44.25	\$45.14	\$46.04	\$46.50	\$46.97	\$47.44	\$47.91	\$48.39	\$48.88	\$49.37	\$49.86	\$50.36	\$50.86	\$51.37	\$51.89	\$52.41	\$52.93
U06	\$41.45	\$43.05	\$44.24	\$45.40	\$46.57	\$47.65	\$48.81	\$50.23	\$51.46	\$52.74	\$53.80	\$54.87	\$55.42	\$55.98	\$56.54	\$57.11	\$57.68	\$58.26	\$58.84	\$59.43	\$60.03	\$60.62	\$61.23	\$61.84	\$62.47	\$63.09

2026

2026	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
U01	\$34.09	\$35.20	\$36.05	\$37.00	\$38.02	\$38.81	\$39.73	\$40.91	\$41.91	\$42.96	\$43.82	\$44.70	\$45.14	\$45.59	\$46.05	\$46.51	\$46.98	\$47.45	\$47.93	\$48.41	\$48.89	\$49.38	\$49.87	\$50.37	\$50.88	\$51.39	\$51.90
U02	\$34.78	\$35.91	\$36.78	\$37.75	\$38.79	\$39.60	\$40.53	\$41.74	\$42.76	\$43.83	\$44.71	\$45.60	\$46.06	\$46.52	\$46.99	\$47.46	\$47.93	\$48.42	\$48.90	\$49.39	\$49.89	\$50.38	\$50.89	\$51.40	\$51.91	\$52.43	\$52.96
U03	\$35.82	\$36.99	\$37.89	\$38.88	\$39.96	\$40.79	\$41.75	\$43.00	\$44.05	\$45.15	\$46.05	\$46.97	\$47.44	\$47.92	\$48.40	\$48.89	\$49.37	\$49.87	\$50.37	\$50.87	\$51.38	\$51.89	\$52.42	\$52.94	\$53.47	\$54.01	\$54.55
U04	\$36.52	\$37.71	\$38.62	\$39.64	\$40.73	\$41.58	\$42.56	\$43.83	\$44.90	\$46.02	\$46.94	\$47.88	\$48.36	\$48.85	\$49.33	\$49.83	\$50.33	\$50.84	\$51.34	\$51.86	\$52.38	\$52.90	\$53.43	\$53.96	\$54.51	\$55.05	\$55.60
U05	\$36.17	\$37.34	\$38.25	\$39.25	\$40.34	\$41.18	\$42.15	\$43.41	\$44.47	\$45.58	\$46.49	\$47.42	\$47.90	\$48.38	\$48.86	\$49.35	\$49.84	\$50.35	\$50.85	\$51.36	\$51.87	\$52.39	\$52.92	\$53.44	\$53.98	\$54.52	\$55.07
U06	\$42.69	\$44.34	\$45.57	\$46.76	\$47.97	\$49.08	\$50.27	\$51.73	\$53.00	\$54.33	\$55.41	\$56.52	\$57.09	\$57.66	\$58.23	\$58.82	\$59.41	\$60.01	\$60.61	\$61.21	\$61.83	\$62.44	\$63.07	\$63.70	\$64.34	\$64.98	\$65.63

2027

2027	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
U01	\$35.11	\$36.25	\$37.13	\$38.11	\$39.16	\$39.97	\$40.92	\$42.14	\$43.17	\$44.25	\$45.13	\$46.04	\$46.50	\$46.96	\$47.43	\$47.91	\$48.39	\$48.88	\$49.36	\$49.86	\$50.36	\$50.86	\$51.37	\$51.88	\$52.41	\$52.93	\$53.46	\$53.99
U02	\$35.82	\$36.99	\$37.88	\$38.88	\$39.96	\$40.79	\$41.75	\$42.99	\$44.05	\$45.15	\$46.05	\$46.97	\$47.44	\$47.92	\$48.40	\$48.88	\$49.37	\$49.87	\$50.37	\$50.87	\$51.38	\$51.89	\$52.41	\$52.94	\$53.47	\$54.01	\$54.55	\$55.09
U03	\$36.90	\$38.10	\$39.02	\$40.05	\$41.16	\$42.01	\$43.00	\$44.29	\$45.37	\$46.51	\$47.44	\$48.38	\$48.87	\$49.36	\$49.85	\$50.35	\$50.85	\$51.37	\$51.88	\$52.40	\$52.93	\$53.45	\$53.99	\$54.53	\$55.08	\$55.63	\$56.18	\$56.75
U04	\$37.61	\$38.84	\$39.78	\$40.82	\$41.95	\$42.82	\$43.84	\$45.14	\$46.25	\$47.40	\$48.35	\$49.32	\$49.81	\$50.31	\$50.81	\$51.33	\$51.84	\$52.36	\$52.89	\$53.41	\$53.95	\$54.49	\$55.03	\$55.58	\$56.14	\$56.70	\$57.27	\$57.84
U05	\$37.25	\$38.46	\$39.39	\$40.43	\$41.55	\$42.41	\$43.41	\$44.71	\$45.80	\$46.95	\$47.89	\$48.84	\$49.33	\$49.83	\$50.32	\$50.83	\$51.34	\$51.86	\$52.38	\$52.90	\$53.43	\$53.96	\$54.50	\$55.05	\$55.60	\$56.16	\$56.72	\$57.29
U06	\$43.97	\$45.67	\$46.94	\$48.17	\$49.41	\$50.55	\$51.78	\$53.28	\$54.59	\$55.96	\$57.07	\$58.22	\$58.80	\$59.39	\$59.98	\$60.58	\$61.19	\$61.81	\$62.42	\$63.05	\$63.68	\$64.31	\$64.96	\$65.61	\$66.27	\$66.93	\$67.60	\$68.28

APPENDIX 5: Spousal Eligibility Rule

For 2016 only. Thereafter, applicable language in the Agreement shall apply:

Effective January 1, 2011, if an employee's spouse is eligible for health insurance coverage through his or her employer, the employee's spouse is required to accept such coverage through his or her employer unless

the spouse's employer's plan requires the spouse to make a premium payment greater than one hundred fifty dollars (\$150.00) per month for single coverage,

the spouse is an employee of Mercy Allen Hospital or Mercy Lorain,

the combined income of the employee and spouse is less than the federal poverty level established by the Department of Health and Human Services.

Health and Prescription Drug Plan

For 2016 only. Thereafter, applicable language in the Agreement shall apply:

The Hospital shall continue to offer the Preferred Provider Organization as exhibited in Appendix 11 through December 31, 2013. Effective January 1, 2014, the Hospital shall continue to provide the Preferred Provider Organization plan as exhibited in Appendix 11 as an option for nurses to elect and such benefit shall remain actuarially equivalent to that provided in Appendix 11 for 2013. Prior to making any changes to the above health plans MAH will provide notice to ONA of the change, provide all relevant information, and meet to discuss and consider such changes with ONA. The Hospital has the right to create and modify alternative ACO and Account-based Health Plans during the term of this agreement as an additional option to the PPO for nurses to elect. Where federal, state, or local law conflicts with a plan design, the Hospital may modify any benefit as required by law or in the case of a change in law, where such benefit contradicts the Ethical and Religious Directives.

If under the PPAC or similar legislation, state-based health insurance exchanges (exchanges) are created, and Mercy Allen or the union determines that employees could receive similar benefits with exchanges compared to the current group plan, either party may provide the other with notice and opportunity to bargain the decision and effects to implement coverage through exchanges instead of the group plan, provided that Mercy Allen's contribution under exchanges shall be the lesser of: (a) the cost of substantially similar exchange coverage; (b) the contribution that Mercy Allen would have made toward the employee's group health plan coverage hereunder.

Opt Out Health/Prescription Insurance Credit

For 2016 only. Thereafter, applicable language in the Agreement shall apply:

Effective March 19, 2013, the Opt-Out credit of thirty dollars (\$30.00) per pay is discontinued. The six (6) nurses currently receiving the opt-out as of March 19, 2013, will continue to receive the opt-out credit for years 2013, 2014 and through December 2015, except where such nurse goes into a health exchange or enters any other offered plan.

Health/Prescription Wellness Incentives

For 2016 and through December 31, 2017, only. Thereafter, applicable language in the Agreement shall apply:

1. The following wellness incentives shall be offered:
2. Complete Health Screening: Monthly Premium is reduced by twenty dollars (\$20.00) per month.
3. Earn 4 points: Monthly Premium is reduced by an additional twenty dollars (\$20.00) per month, for a total monthly premium reduction of forty dollars (\$40.00).

4. Earn less than 4 points: If you complete both 1) Free Health Coaching and 2) Meet all alternative goals, the monthly premium is reduced by an additional twenty dollars (\$20.00) per month, for a total monthly premium reduction of forty dollars (\$40.00).

A health coach will be available via appointment for on-site visits to MAH and/or phone consultations.

Should the Hospital wish to modify the design or offer additional or increased incentives they shall notify ONA and the parties shall convene the insurance committee under Article 20 Insurance and Pensions, Section 11 between the parties to review and discuss the desired changes.

Effective January 1, 2017, all full-time and part-time nurses who elect medical coverage, as well as covered spouses under the medical plan, are eligible to participate in the Hospital's wellness program which provides the opportunity to earn financial incentives in the form of a Health Reimbursement Account (HRA) for the following year. Nurses' participation in the wellness program will be on the same terms and conditions as those of similarly situated, non-exempt, non-bargaining unit employees. For calendar year 2017, nurses participating in the Hospital's wellness program will receive the incentives provided for in the former wellness program described above. In 2018, the former incentives will cease, and nurses will be eligible for the HRA financial incentives (earned in 2017).

Participation

Nurses will be permitted time off to do the screenings.

Screenings will be offered on-site during work hours.

Nurses will be paid for time off the unit while conducting (participating in) screenings.

APPENDIX 6: MOA #1

MEMORANDUM OF UNDERSTANDING Between The Ohio Nurses Association and Mercy Allen Hospital

The parties recognize that intimidating and disruptive behaviors can foster medical errors, contribute to poor patient satisfaction, increase the cost of care, and cause qualified clinicians, administrators, and managers to seek new positions. Safety and quality of care is dependent on teamwork, communication, and a collaborative work environment¹.

The parties jointly share in the goal of preventing these types of behaviors from affecting the work of the Hospital. To that end the parties agree that all Hospital employees will complete education on appropriate professional behavior, emphasizing respect and non-confrontational interventional strategies as provided by the Hospital. This MOU will be effective April 1, 2013.

¹ See Joint Commission Sentinel Event Alert, Issue 40, July 9, 2008: Behaviors that undermine a culture of safety.

APPENDIX 7: Protesting of Assignment



PROTESTING OF ASSIGNMENT DOCUMENTATION OF PRACTICE SITUATION

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

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

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

DO:

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

DON'T:

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

ASSIGNMENT DESPITE OBJECTION

I/We: _____ Registered Nurse(s) employed at Mercy Allen Hospital
(Your Name)

hereby protest my/our assignment as: Primary Nurse Charge Nurse RN pulled to unit Other _____
made to me/us by _____ at _____ on _____ despite

(Supervisor/person in charge) (time) (date)
my/our objection. I/We notified _____, Nursing Supervisor at: __ of my/our objection.

SECTION II (Please check all appropriate statements)

I am objecting this assignment on the grounds that:

___ Staff not given adequate orientation to the unit. ___ The assignment posed a serious threat to health and safety of staff.

___ Inadequate staff for acuity (see below). ___ The assignment posed a potential threat to the health and safety of patients.

___ The unit was staffed with unqualified or without inappropriate personnel. ___ New patients were transferred or admitted to the unit adequate staff.

___ Other: _____

SECTION III Patient Census & Acuity

(Complete to the best of your knowledge at time of your objection)

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

Factors Influencing Acuity (Choose those that apply and provide the # of patients each)

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

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

___ unusual IV needs, explain: _____ ___ Other: _____

SECTION IV (Complete to the best of your knowledge)

Patient Care Staffing Count:

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

SECTION V

Brief statement of problem: _____

Nurse's Signature(s)

Print Name(s)

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

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

1. Were you notified of the ADO being filed? ___Yes ___No If yes, time notified_____
2. Was the nurse manager notified of the ADO being filed? _____Yes _____No _ Not needed
3. Do you feel there was any way this ADO could have been avoided? _____Yes _____No

Explain:

4. Are you aware of any negative outcomes based on the staffing at the above time stated? Yes No

Describe:

_____, Nursing Supervisor
(Signature)

(Printed Name)

Date: _____
Time: _____

Upon completing the response, please send to the CNO or designee to discuss ADO at next Labor
Management Committee.

APPENDIX 8: MOA #2
MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCY HEALTH – ALLEN HOSPITAL
AND
OHIO NURSES ASSOCIATION

This Memorandum of Understanding is entered into by and between Mercy Health – Allen Hospital in Oberlin, Ohio (the Hospital) and the Ohio Nurses Association (ONA), as follows:

As of April 1, 2019, the following nurses, who are members of the bargaining unit represented by the ONA at the Hospital, hold or are in the process of receiving a specialty certification which is or will be recognized by the Hospital:

- Molly Antill
- John Krieg
- Kelly Owens
- Angela Pennington
- Kaci Surdock

These nurses shall receive a differential of forty cents (\$0.40) per hour added to the nurse's normal hourly rate so long as the nurse maintains such certification. In the event that any nurse fails to maintain such certification, the nurse shall no longer be eligible to receive the differential provided for herein. Further, in the event one of nurses identified in this MOU achieves Clinical Nurse III status, the certification differential shall cease.

APPENDIX 9: MOA #3

MEMORANDUM OF UNDERSTANDING BETWEEN MERCY HEALTH – ALLEN HOSPITAL AND OHIO NURSES ASSOCIATION

Re: Tuition Assistance and Loan Reimbursement

This Memorandum of Understanding is entered into by and between Mercy Health – Allen Hospital in Oberlin, Ohio (the Hospital) and the Ohio Nurses Association (ONA), on April 30, 2019, the Hospital and ONA agree as follows:

Notwithstanding the provisions of Article 22, Section 4, any nurses, who are members of the bargaining unit represented by the ONA at the Hospital as of May 1, 2019, and (a) who are currently receiving tuition assistance and/or loan repayment assistance benefits (Assistance Benefits) from the Hospital or (b) who begin receiving Assistance Benefits by December 31, 2020, shall participate in the Hospital's then-existing Student Loan Repayment Program and the Hospital's then-existing Tuition Assistance Program with the following exceptions:

1. The nurse shall remain eligible to receive lump sum Assistance Benefits in accordance with the Hospital's prior practice for the payment of such benefits (in effect as of April 8, 2019), and
2. In the event the nurse does not continue to work for Mercy Health for more than:
 - a. Six (6) months after receiving Assistance Benefits, the nurse shall be required to repay one hundred percent (100%) of such Assistance Benefits.
 - b. Twelve (12) months after receiving Assistance Benefits, the nurse shall be required to repay sixty-seven percent (67%) of such Assistance Benefits.
 - c. Eighteen (18) months after receiving Assistance Benefits, the nurse shall be required to repay thirty-three percent (33%) of such Assistance Benefits
3. In the event the nurse continues to work for Mercy Health for more than eighteen (18) months after receiving Assistance Benefits, the nurse shall not be required to repay any portion of the Assistance Benefits.

APPENDIX 10: MOA #4

MEMORANDUM OF UNDERSTANDING BETWEEN MERCY HEALTH – ALLEN HOSPITAL AND OHIO NURSES ASSOCIATION

Re: Incentive Shared Success (ISS) Equivalent Payment

This Memorandum of Understanding is entered into by and between Mercy Health – Allen Hospital in Oberlin, Ohio (the Hospital) and the Ohio Nurses Association (ONA), the Hospital and ONA agree as follows:

Nurses were not eligible to participate in the Hospital's 2018 Incentive Shared Success (ISS) incentive program (under which eligible employees were paid in 2019).

However, the Hospital will provide nurses with a payment equivalent to one and one-half (1.5) the 2018 ISS amount on the same term as similar non-union employees in Lorain market (applying 2018 ISS eligibility requirements but waiving the corrective action disqualification provided for in the ISS program).

The 2018 ISS-equivalent payments provided hereunder will be paid following the first full pay period in May 2019. In order for any Nurse to receive the ISS-equivalent payment described herein:

1. A Nurse must meet the 2018 ISS eligibility requirements (though the Hospital will waive the corrective action disqualification provided for in the ISS program);
2. A Nurse must be employed by the Hospital at the time of payment; and
3. The Hospital must be notified by April 30, 2019, that ONA-represented Nurses have ratified a new collective bargaining agreement.

Any ISS-equivalent payment made paid by the Hospital pursuant to this MOU will be subject applicable taxes and withholdings.

APPENDIX 11: MOA #5

Memorandum of Understanding Unfair Labor Practice Charge

Upon ratification of the Agreement, the Union will withdraw the pending unfair labor practice charge against the Hospital, 8-CA-239860, filed on April 18, 2019.