
AGREEMENT

BETWEEN



♥ A Union of Nurses &
Health Professionals

THE OHIO NURSES ASSOCIATION/AFT, AFL-CIO

and



SALEM REGIONAL MEDICAL CENTER

APRIL 21, 2024

until

APRIL 20, 2027



♥ A Union of Nurses &
Health Professionals

About the Ohio Nurses Association:

The Ohio Nurses Association (ONA) is a powerful network of nurses and other health care professionals who know first-hand the important role nurses and health care professionals play in health care.

The Ohio Nurses Association was founded as a professional organization of registered nurses in 1904 so that they would have a powerful platform for the protection, promotion and advancement of our profession, beginning with Ohio's Nurse Practice Act. Today, ONA still serves as the only voice for all of Ohio's nearly 200,000 RNs. ONA's nurses have molded the healthcare landscape since the beginning of the 20th century.

ONA's mission is to unite and empower nurses and healthcare workers, championing their rights, promoting professional practice, and advocating for quality care for all patients in Ohio, while fostering a strong and cohesive professional union community.

ONA is unique in that our members effectively create change at the Ohio Statehouse and the Ohio Board of Nursing through our historically successful advocacy program, and directly at the workplace with our local units, such as the Salem Registered Nurses Association.

ONA offers stress-free, quality continuing education for nurses to satisfy license requirements, as well as additional continuing education, in person events, conferences and on-demand webinars.

About the Salem Registered Nurses Association:

Salem Registered Nurses Association (SRNA) has been an organization of Salem Nurses since the late 1970s. We are affiliated with the Ohio Nurses Association, and we are one of many local units of nurses and other health care professionals within ONA.

We are nurses, united in the goal of creating and maintaining the best possible work and safety conditions for the Registered Nurses at Salem Regional Medical Center, while promoting the best care and outcomes for our patients.

Professional Salem Nurses lead and participate in SRNA to promote and maintain the goals of quality patient care, professional development, and superior working and economic conditions for fellow nurses and patients.

SRNA is every staff nurse at SRMC, not a singular person or leader, but the voice of all our members.

SRNA is governed by our bylaws, and our leadership is made up of an executive council of President, Vice-President, Secretary, and Treasurer. In addition, there is an elected representative from each unit. Standing committees include grievance committee, Negotiating Committee, and Nominating Committee. Elections for all officers and committee members are held every two years.

Meetings are held bi-annually in the Spring and Fall. SRNA leadership may call for additional meetings needed and offer opportunities for social events as well.

It is our goal, as nurses united in the SRNA, to foster an environment of safety, professionalism, and economic stability to recruit and retain the best nurses to care for the community dependent on the quality care we provide at SRMC.

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AMERICAN NURSES ASSOCIATION

CODE FOR NURSES

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

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PREFACE

This Agreement is made and entered into this 21st day of April, 2024 by and between the Salem Community Hospital d/b/a Salem Regional Medical Center, located in Salem, Ohio, hereinafter referred to as the "Hospital," and the Ohio Nurses Association, hereinafter referred to as "ONA".

Use of the feminine gender denotes both male and female employees within the contract.

IN CONSIDERATION of their mutual covenant herein contained, the Parties hereto agree as follows:

ARTICLE I

Recognition

Section 1. The Hospital recognizes the Ohio Nurses Association as the exclusive bargaining representative of eligible registered nurses covered by this Agreement.

The term "nurse," as used in this Agreement, applies to only the individuals listed in the following qualifications and classifications:

Staff Nurse, Lactation Consultant/Childbirth Educator and Childbirth Educator/Lactation Counselor/Staff Educator in the Nursing Department, PICC Line Nurse, Wound Care Staff Nurse, and any department in which the nurse is performing clinical nursing skills (i.e., X-ray Department and CPS), Bereavement and all Unit Coordinator(s) (e.g. Outpatient, ED, Tower 1, Tower 2, Tower 3, etc).

The parties recognize that the Hospital maintains the position of PICC Line Coordinator, which is not a position covered by this Agreement, and which performs duties also performed by the PICC Line Nurse. Nothing contained in this Agreement shall preclude the PICC Line Coordinator from continuing to perform such duties, or to assume further PICC Line duties should the Hospital determine to eliminate the PICC Line Nurse position.

The nurse may have: Bachelor's Degree, Diploma, Associate Degree in Nursing or Master's Degree.

Section 2. The term "nurse," as used in this Agreement, excludes all office and clerical personnel, all professional and technical laboratory or research personnel, the position of Minimum Data Set Coordinator, and all other employees not properly falling within the categories of "nurse," as defined above in Section 1.

Section 3. The Hospital agrees that it will recognize and will not interfere with the rights of its nurses, as herein defined, to become members of ONA and that there shall be no

discrimination, interference, restraint or coercion by the Hospital or any of its agents against any eligible nurse because of membership in ONA.

Section 4. The Hospital shall notify ONA of any new, non-supervisory, registered nurse position(s) it establishes. Upon ONA's request, the parties shall meet to discuss the inclusion of such position(s) in the bargaining unit. If the parties are unable to agree on the status of the position, the question may be submitted to the National Labor Relations Board for resolution.

ARTICLE II

Management

Section 1. The management of the Hospital, the establishing of operating and administrative policies and the direction of its working forces, including the right and responsibility to fix hours of employment; to employ; to discipline, including the suspension or discharge for proper cause; to transfer in accordance with operating needs and requirements; to layoff or relieve from duty because of lack of work or for other legitimate reasons; and the right and responsibility to maintain adequacy and efficiency of service to the community is vested exclusively in the Hospital.

In addition, it is understood and agreed that the Hospital retains and reserves all other rights and responsibilities which it possessed prior to the making of this Agreement, subject only to the extent that such rights and responsibilities of management are specifically relinquished or limited under the terms of this Agreement.

Section 2. Nurses shall have the right to review their personnel folder provided the review is in the presence of a representative of the Human Resources Department or the Department Head. With reasonable notice to the Human Resources Department, a nurse shall be permitted to review her personnel folder. All time spent at such meeting shall not be considered as hours worked for any purpose.

Section 3. Nurses shall receive a copy of their current yearly performance evaluation beginning on the effective date of this Agreement. Nurses shall meet with their Unit Director or designee one-on-one to review the evaluation and establish practice goals for the coming year. Nurses are to receive a copy of their evaluation within one (1) month from the date of the evaluation and copies shall be returned to nurses in a confidential manner.

Section 4. The parties mutually recognize their respective obligations under the Americans with Disabilities Act (ADA). The Hospital agrees to discuss in advance with the ONA any actions that it is contemplating taking to comply with the ADA that would modify, suspend, or alter the terms and application of the provisions of this Agreement. Further, the Hospital agrees not to implement any action to comply with the ADA that would modify, suspend or alter the terms and application of the Agreement without the specific agreement of the ONA.

ARTICLE III

Security and Dues Deduction

Section 1. It shall be a condition of employment that all registered nurses covered by this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, make appropriate ONA and Local Unit dues payments. It shall also be a condition of employment that all registered nurses covered by this Agreement thereafter make appropriate ONA and Local Unit dues payments. ONA agrees to indemnify and save the Hospital harmless from any action growing out of a discharge effected at the request of the ONA.

Section 2. The Hospital and ONA agree that neither party nor its representatives nor members will intimidate or coerce any nurse to join or not to join ONA and the Local Unit. If any dispute arises as to whether there has been a violation of this pledge or whether any nurse has been deprived of membership in good standing in ONA and the Local Unit in any way contrary to its constitution and bylaws, the matter shall be submitted to an arbitrator selected in accordance with Article V, Section 1, Step 4, whose decision shall be final and binding.

Section 3. The Hospital agrees to deduct ONA and Local Unit dues from the pay of nurses covered by this Agreement, upon receipt of a written, signed, authorization for each nurse, to be provided to the Hospital by ONA on a form of authorization mutually agreed upon. ONA dues shall be deducted in equal amounts twelve (12) times a year on the first pay of each month.

The Hospital further agrees to present to each nurse at employment a copy of this Agreement.

The Hospital shall provide ONA (e.g., ONA Membership Department, the ONA Labor Relations Specialist and the President of the Local Unit) with a monthly list containing the names of all nurses who are newly employed, terminated, resigned, or had any change in status or who have been granted a leave of absence and the effective dates thereof. New hire lists will include the nurse's name, address, phone number, date of hire, classification, unit, and rate of pay. The Hospital will not be required to notify the committee or ONA of nurses who come back early from a leave of absence. Upon request, the Hospital will provide ONA with an updated bargaining unit roster.

Section 4. Dues or service fee deduction are not mandatory. Registered nurses may make direct payment to ONA or Salem Registered Nurses Association ("SRNA") if they so choose. SRNA dues are required to be paid in full by January 31st of each year or within thirty-one (31) days of hire.

Section 5. In the event any nurse whose pay is subject to the deduction of ONA and Local Unit dues as provided in this Article shall not be entitled to any pay for a specific pay period, the Hospital will not be responsible for the collection of back dues. It will be the responsibility of ONA to arrange collection of unpaid dues directly with the nurse.

Section 6. The Hospital's obligation to make such deduction shall terminate automatically upon the termination of employment, or upon her transfer to a position not covered by the Agreement, or if revoked by a provision of any law, or if authorization is withdrawn by the nurse.

Section 7. Deduction provided in this Article shall be transmitted to ONA and the Local Unit no later than the tenth (10th) of each month following the deduction. The Hospital will furnish ONA and the Local Unit, together with its check of ONA and Local Unit dues, an alphabetical list of all nurses whose dues have been deducted, their addresses and hire dates.

Section 8. The Hospital agrees to make properly authorized deductions from the pay of eligible employee ONA members as provided in this Article. In return, ONA herewith agrees to indemnify and save the Hospital harmless against any and all claims, demands, suits, or other forms of liability or reprisal that may or shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any provision of this Article.

ARTICLE IV

Probationary Period

Section 1. Full-time nurses, newly employed, shall be considered on probation for a period of ninety calendar (90) days and part-time nurses for a period of 480 hours. For newly graduated nurses, the probationary period will begin to run after the completion of the three-week (3) classroom training program. During the probation period, or at the end of the probation period, the Hospital may terminate the nurse at will, and such termination shall not be subject to the Grievance Procedure of this Agreement.

Section 2. During the probation period, the nurse shall have no seniority rights; but at the end of the period, if retained in the Hospital's employ, seniority shall be computed from the most recent date of hire, with the following exceptions.

- A. A full-time nurse, newly employed, whose orientation program is extended shall have seniority computed from the most recent date of hire but, during the extension of the orientation program, will accrue seniority based on the shift and schedule the nurse would have worked but for the extension.
- B. A part-time nurse, newly employed, whose orientation program is extended shall have seniority computed from the most recent date of hire but, during the extension of the orientation program, will accrue seniority based on .4 FTE until completion of the orientation extension.
- C. With respect to part-time nurses newly hired, on the same date and in the same unit, if there is a difference in length of their orientation programs, the nurse who remains in orientation will accrue seniority at .4 FTE until orientation is complete and the nurse who completes orientation early will accrue seniority on the basis of hours paid.

Section 3. Prior to the nurse's arrival in her home unit, the Hospital will set up the nurse in the electronic patient medical record system and Pyxis. Probationary nurses will receive the orientation program covering the standard operation procedures of the Nursing Department, Hospital policy, a Hospital tour, and definition of the interrelationships of the Nursing Department, which includes a phase orientation.

The general orientation will continue as part of the phase orientation in accordance with this Section and the following Sections 4, and 5.

In administering the orientation program for newly hired nurses, the following procedures shall apply. The following minimum standards shall be in effect for preceptors:

1. Individuals who serve as preceptors should agree to participate for a minimum of two years. The time may be waived by mutual agreement.
2. The Hospital will use reasonable efforts to limit the number of preceptors assigned to each orientee.
3. There will be weekly evaluation meetings that shall include the orientee, preceptor, and specific Unit Manager. The Unit Manager shall be responsible for scheduling these meetings and ensuring that all parties attend.
4. Phase orientation shall include:
 - a) general orientation;
 - b) preceptor;
 - c) ONA mentorship program;
 - d) the Unit Manager.

Section 4. Subsequent to the orientation program, the probationary nurse will be assigned to a work area on a limited participation work basis. The probationary nurse will be directly involved with patient care as an observer and as a functioning nurse. The extent and duration of the limited participation period will be determined on an individual basis. During the limited participation period, the probationary nurse will be under the direct and close supervision of the area supervisor. If the Unit Manager identifies a performance or learning deficiency, the Unit Manager will schedule a meeting with the probationary nurse. Orientation for newly employed nurses will be provided by the Unit Manager or selected staff nurses whose assignments will be carefully assessed to ensure adequate time available to guide the orienting nurse.

Section 5. The determination of the probationary nurse's eligibility for full participation in performing the duties required of the general duty nurse on the nursing unit involved shall be the responsibility of the Nursing Management Staff based upon the recommendation of the preceptor, and/or orienting nurse involved.

ARTICLE V

Grievance Procedure

Section 1. For purposes of this Agreement, the term "grievance" is defined as a dispute between the Hospital and ONA, or between the Hospital and a nurse concerning the interpretation and/or application of or compliance with, any provision of this Agreement. The Hospital recognizes the right of a nurse to raise, through the grievance procedure, any question as to the fair, equitable, and/or impartial administration of any work rule, policy, or procedure established by the Hospital. Grievance meetings shall be conducted during weekday, day shift hours unless operational reasons require a different time, or the parties otherwise agree.

There shall be permitted no interruptions or impeding of the services provided by the Hospital to the community, work stoppages or strikes, or other interferences with the Hospital's normal provision of services to the community during the life of this Agreement.

When a grievance arises, the following procedure shall be used:

Step 1: A nurse having a grievance may present it to her supervisor in writing, signed and dated, within ten (10) working days after acquiring knowledge of the event upon which the grievance is based. The supervisor shall give an answer in writing signed and dated within five (5) working days after the grievance has been received.

Step 2: If the grievance is not satisfactorily resolved at Step 1 of this procedure, the nurse may submit it in writing, signed and dated, to the Department Head within five (5) working days after receipt of the supervisor's answer. The Department Head shall give an answer in writing, signed and dated, within five (5) working days after receipt of written grievance.

A grievance, which affects a substantial number of nurses, may initially be presented at Step 2 and may be filed by ONA with the Department Head or her designee. Grievances involving discharges, suspensions, or other similar disciplinary actions shall be filed at Step 2 and may be filed by ONA with the Department Head or her designee.

Step 3: If the grievance is not satisfactorily resolved at Step 2 of this procedure, the nurse may submit it in writing, dated and signed, to the Vice President of Human Resources within five (5) working days after receipt of the answer of the Department Head. The Vice President of Human Resources, Nursing Management Staff, the grievant, and a representative of ONA shall meet within thirty (30) working days to discuss the grievance. The Vice President of Human Resources shall give an answer in writing within five (5) working days following such meeting.

The time limitations may be extended by mutual agreement of the Hospital and ONA. Any grievance settled at any stage of this procedure shall be binding on all parties. Any grievance not presented or appealed within time limits stated herein shall be considered no grievance. A grievance not answered by Management within the time limit set forth herein, shall automatically advance to Step 2 or Step 3, as the case may be. However, there shall be no

such automatic progression to arbitration.

Step 4: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of either the Hospital or ONA. The request shall be made in writing within ten (10) working days after the Vice President of Human Resources has given a written answer. The party requesting arbitration shall also in such ten (10) working day period request in writing, with a copy to the other party, a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service. The parties shall, by an alternative strike method or other mutually agreeable procedure, select an arbitrator from this panel. The arbitrator shall issue a decision within thirty (30) days after the parties have filed briefs, or the close of the hearing, whichever is later, unless an extension is otherwise mutually agreed upon by the Parties.

The decision of the arbitrator shall be final and binding upon all nurses, the Hospital, and ONA.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, change, disregard or modify any terms or provisions of this Agreement; but, in reaching a decision, shall be bound by the specific terms and conditions set forth in this Agreement.

Section 3. The fees and expenses of the arbitrator shall be borne equally by the Parties.

Section 4. "Working days" for purposes of this Article are defined as Monday through Friday, exclusive of holidays.

Section 5. In addition to hard copies of grievance responses, an electronic copy will be e-mailed to:

1. Grievant through Hospital e-mail (effective June 30, 2017)
2. ONA Grievance Officer who filed the grievance
3. ONA Chair
4. ONA Vice Chair
5. ONA Labor Representative, if answering a Step 3 grievance.

ARTICLE VI

Holidays

Section 1.

- A. Beginning January 2nd of each contract year, the holidays listed below are recognized as paid holidays for the remainder of this Agreement. There will be twelve (12) paid days, comprising ten (10) paid holidays and two (2) paid personal days as defined below. For eight hour shifts, a holiday is recognized as beginning at 11:00 p.m. on the day before the holiday and ending at 11:00 p.m. the day of the holiday, except for Christmas Eve and Christmas Day. For any shift that begins after 3:00 p.m. and extends past midnight, the holiday will be recognized as beginning at the start time of the nurse's shift on the day before the holiday and ending at the conclusion of the nurse's shift the day of the holiday. All other shifts will be observed on the actual day the holiday occurs.

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Easter Sunday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Day before Christmas |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. New Year's Eve |

- B. If a nurse who has been scheduled to work on a holiday fails to report for work, the nurse must account for the time, using either sick leave or Paid Time Off hours, as applicable, for such holiday and shall be subject to disciplinary action unless her absence is authorized or excused by her immediate Supervisor or Department Head

For the purpose of this Section, "authorized" shall include any absence because a nurse is sent home by her immediate Supervisor or Department Head, or is offered the opportunity to go home at the Hospital's convenience.

- C. Holidays for nurses, other than Monday through Saturday regularly scheduled nurses, shall continue to be equally divided into Group A and Group B. Fifty Percent (50%) of the nurses shall be in each Group in a given twelve (12) month period. Group A and Group B holidays shall be as follows:

- | <u>Group A</u> | <u>Group B</u> |
|------------------------|----------------|
| Memorial Day | Easter |
| July 4 th | Labor Day |
| Thanksgiving | Christmas Day |
| Day after Thanksgiving | New Year's Eve |
| Christmas Eve | New Year's Day |

The Holiday Groups for Outpatient Services and Perioperative Services **on which nurses assigned to these Departments will work** shall be as follows:

- | <u>Group A</u> | <u>Group B</u> |
|------------------------|----------------|
| Day after Thanksgiving | New Year's Eve |
| Christmas Eve | |

For successive twelve (12) month periods, a nurse shall be assigned the Holiday Group she was not assigned the previous twelve (12) month period. Absent unusual staffing

problems, a nurse shall be permitted to be off on the holidays in the Group she is included in for a twelve (12) month period. A nurse shall be permitted to trade a holiday in her Holiday Group for a holiday in the other Holiday Group. A full-time nurse shall be permitted to trade a holiday with a part-time nurse. Further, a nurse shall be permitted to request off other holidays as identified in Section A of this Section after Group A and Group B holidays have been selected and assigned and subject to the requirements of Section 7 of this Article.

A nurse shall work a holiday in her Group even if it falls on her weekend off, unless she can find her own replacement for such holiday.

In addition to the ten (10) Holidays listed above, each full-time nurse shall be entitled to two (2) Personal Days per calendar year. Personal Days may be scheduled throughout the year upon the following conditions.

1. Personal Days on weekdays shall be granted if placed on the Plan Sheet. However, for the weeks of Thanksgiving, Christmas, and New Years, the Unit Director shall have discretion whether to grant Personal Days. If the request is denied, the nurse may choose to be paid for her Personal Day.

2. Personal Days on weekends, on the day before or after a holiday, or in instances in which they would extend scheduled Paid Time Off, may be granted at the Unit Director's discretion.

3. No more than fifty percent (50%) of any Unit can be off on combined Paid Time Off, Personal Days, and Negotiated Days at any one time.

4. Personal Days requested after the schedule is posted, and which are not placed on the Plan Sheet, may be granted on a first come, first served basis. The Unit Director shall respond within one (1) week from the date of the request for the Personal Day, specifying whether the request has been granted or denied.

D. As of January 2, 2009, all units will be assigned a Holiday Group.

Section 2. A full-time nurse will be entitled to use accumulated Paid Time Off hours on the recognized holidays. The definition of a full-time nurse is any nurse who regularly works sixty-four (64) hours per bi-weekly pay period, except for scheduled or excused absence, and is classified as a full-time nurse. Provided they have worked the day immediately preceding the holiday and immediately following the holiday, if they are scheduled on such days, full-time nurses will be paid one and one-half times their regular rate of pay for scheduled hours worked on the following holidays:

- Easter;
- July 4th;
- Thanksgiving;
- Christmas Eve;

- Christmas; and,
- New Year's Eve.

Full-time nurses who do not work the day immediately preceding the holiday and the day immediately after the holiday, if scheduled, will not be eligible for the half time bonus for scheduled hours worked on such holidays.

Section 3. Paid Time Off hours for holiday purposes will not be paid to full-time nurses on leave of absence or on layoff.

Section 4. A full-time nurse who is not scheduled to work on any said holiday will receive eight (8) hours of her accumulated Paid Time Off hours for that day at her regular hourly rate as holiday pay plus shift differential if the nurse is permanently assigned to a shift receiving a differential. Nurses scheduled Monday through Friday, effective January 1, 2006, must use accumulated Paid Time Off hours for Memorial Day, Labor Day, Thanksgiving, the day after Thanksgiving and the annual holiday designated by the Department Head. Accumulated Paid Time Off hours must also be used for Personal Days which nurses receive pursuant to Section 1(C) of this Article.

Section 5. Provided that they have worked the days immediately before and immediately after the holidays, if scheduled on such days, part-time nurses will be paid for hours worked on a holiday plus an equal number of matching holiday hours. Example: If a part-time nurse is scheduled to work the day before and the day after a holiday, and does work those days, and the part-time nurse works nine (9) hours on the holiday, she will be paid nine (9) hours of worked time, plus nine (9) holiday hours. Holiday pay will be the normal shift rate.

Section 6. New Year's Eve, New Year's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day, shall be observed on the actual day they occur, regardless of the day of the week on which they fall. Should there be a question pertaining to the other holidays listed above, as to the day on which a recognized holiday falls, it would be the day proclaimed by the President of the United States.

Section 7.

- A. Nurses scheduled to work Monday through Saturday, and other nurses, after holidays have been selected and assigned pursuant to Section 1(C) of this Article, may request holiday time off by providing at least two (2) weeks advance notice of the desired date of the holiday. Staffing needs, operational needs of the Hospital, and the availability of adequate replacements will determine whether such requests will be granted.
- B. Weekend is defined as Saturday and Sunday for the day and afternoon shifts and Friday and Saturday for the night shift (11-7).

Section 8. If the nurse is scheduled to work on a holiday and is called off at the Hospital's convenience, it shall be considered as a holiday worked for rotation purposes.

Section 9. Part-time nurses shall be permitted to take one Personal Day every six (6) months. If the Hospital fails to grant a requested Personal Day, the Hospital shall pay the part-time

nurse for the Personal Day. Payment for the Personal Day will be made as part of the first full pay after the Hospital is notified that a Personal Day was not granted.

Section 10. No more than thirty-six (36) hours total Paid Time Off (PTO) will be scheduled in any Unit on the day before and the day after any of the holidays listed in Section 1(A) above; provided further, however, that no more than fifty percent (50%) of any Unit can receive PTO on such days. For purposes of this Section, holidays will be recognized at the times established in Section 1, A of this Article.

Section 11. Personal Days shall be pro-rated from the date of hire for newly hired nurses for the first year of employment.

Section 12. A nurse who is on call on a holiday and who is called to work or volunteers to work a holiday may, but is not required to, use PTO for the actual hours worked. However, PTO must be combined with actual hours of work to equal the nurse's full time equivalent.

Section 13. A nurse will not be scheduled or placed on call for more than five (5) holidays in one year.

ARTICLE VII

Vacations and Paid Time Off

Section 1. A full-time nurse shall be eligible for the Paid Time Off Program, which shall provide for time off with pay on designated holidays and during periods of vacation.

Section 2. Paid Time Off which is earned during the probationary period may not be used until the nurse completes her probationary period.

Section 3. Nurses working a 1.0 FTE shall accrue Paid Time Off hours according to the following schedule:

Number of Employment Tenure Hours Accumulated	Paid Time Off Hours Accrued (As Decimal Fractions)	Paid Time Off Hours Accrued (As Hours & Minutes)	Annual Accrual (Accrual Rate x Number of Pay Periods in Year)	Max. Accrual Of Paid Time
<u>At Least</u>	<u>But Less</u> <u>Than</u>	<u>Per Pay Period</u>	<u>Per Pay Period</u>	<u>26 Pay Periods</u>
0	14,560	8.31	8 hr. 19 min.	216
				296

14, 560	27,040	9.85	9 hr. 51 min.	256	336
27, 040 or more		11.39	11 hr. 24 min.	296	376

Full-time nurses working a .8 schedule will receive .8 of Paid Time Off. Full-time nurses working a .9 schedule will receive .9 of Paid Time Off.

Section 3A. Nurses working a 1.0 FTE and hired on or after April 21, 2005, shall accrue Paid Time Off hours according to the following schedule:

Number of Employment Tenure Hours Accumulated		Paid Time Off Hours Accrued (As Decimal Fractions)	Paid Time Off Hours Accrued (As Hours & Minutes)	Annual Accrual (Accrual Rate x Number of Pay Periods in Year)	Max. Accrual Of Paid Time
<u>At Least</u>	<u>But Less Than</u>	<u>Per Pay Period</u>	<u>Per Pay Period</u>	<u>26 Pay Periods</u>	<u>Off Hours</u>
0	14,560	6.77	6 hr. 47 min.	176	241
14, 560	27,040	8.31	8 hr. 19 min.	216	296
27, 040 or more		9.85	9 hr. 51 min.	256	336

Full-time nurses working a .8 schedule will receive .8 of Paid Time Off. Full-time nurses and working a .9 schedule will receive .9 of Paid Time Off.

Section 4. Part-time nurses have the opportunity to select between the Benefit Packages below to accrue PTO hours, up to the maximum accrual. If a part-time nurse qualifies or becomes eligible for health insurance, and chooses to elect coverage, her election shall be limited to Package C below. A part-time nurse may decline health insurance even if she qualifies or becomes eligible for such insurance.

Paid Time Off, Part-time – Package A

Part-time differential of \$3.00

Number of Employment Tenure Hours Accumulated		Paid Time Off Hours Accrued (As Decimal Fractions)	Paid Time Off Hours Accrued* (As Hours & Minutes)	Annual Accrual (Accrual Rate x No. of Pay Periods In A Year)	Max. Accrual Of Paid Time
<u>At Least</u>	<u>But Less</u>	<u>Per Pay Period</u>	<u>Per Pay</u>	<u>26 Pay</u>	<u>Off Hours</u>

	<u>Than</u>		<u>Period</u>	<u>Periods)</u>	
0	5200	.31	19 min.	8	16
5,200 or more		.62	37 min	16	32

Paid Time Off, Part-time – Package B

Reduced Part-time differential of \$2.25

Vision Plan (Hospital pay 60%)

Number of Employment Tenure Hours Accumulated		Paid Time Off Hours Accrued (As Decimal Fractions)	Paid Time Off Hours Accrued* (As Hours & Minutes)	Annual Accrual (Accrual Rate x No. of Pay Periods In A Year	Max. Accrual Of Paid Time
<u>At Least</u>	<u>But Less Than</u>	<u>Per Pay Period</u>	<u>Per Pay Period</u>	<u>26 Pay Periods)</u>	<u>Off Hours</u>
0	5,200	1.54	1 hr. 33 min.	40	56
5,200 or more		1.85	1 hr. 51 min	48	64

Paid Time Off, Part-time – Package C (At Least .6 FTE[works 1248 hours])

No Part-time differential.

Insurance and Vision Plan (Hospital to Pay 55%)

Number of Employment Tenure Hours Accumulated		Paid Time Off Hours Accrued (As Decimal Fractions)	Paid Time Off Hours Accrued* (As Hours & Minutes)	Annual Accrual (Accrual Rate x No. of Pay Periods In A Year	Max. Accrual Of Paid Time
<u>At Least</u>	<u>But Less Than</u>	<u>Per Pay Period</u>	<u>Per Pay Period</u>	<u>26 Pay Periods)</u>	<u>Off Hours</u>
0	5200	.62	37 min.	16	32
5,200 or more		.93	56 min.	24	48

The “Paid Time Off Accrued (As Hours and Minutes)” column is an estimate because of rounding and is provided for convenience only. Actual accrual is specified in the “Max Accrual of Paid Time Off Hours” column.

Maximum Paid/Non-Paid – P.T. Nurses (Hired prior to April 21, 2005)

At Least	But Less Than	Maximum Paid / Non Paid
0	14,560 hours	4 scheduled work weeks
14,560	27,040 hours	5 scheduled work weeks

27,040 or more

6 scheduled work weeks

Maximum Paid/Non-Paid – P.T. Nurses (Hired after April 21, 2005)

At Least	But Less Than	Maximum Paid / Non Paid
0	14,560	3 scheduled work weeks
14,560	27,040	4 scheduled work weeks
27,040 or more		5 scheduled work weeks

Section 4A. A nurse must take at least the minimum days of her job bid off in order to take a full calendar week off. (Example: A nurse in a 0.4-0.8 flex position must take at least two (2) days off to have the entire week off). Otherwise, if a nurse requests off less than her position's weekly FTE, it will be considered a partial week of vacation and she may be scheduled or flexed up.

Section 5. The method of calculation of Paid Time Off benefits will be the eligible hours times the rate a nurse works on her regularly scheduled shift. Nurses working the 3-11 and 11-7 shifts will receive their differential.

Section 6. Paid Time Off hours can be taken one (1) day at a time and paid when taken. In addition, nurses may take Paid Time Off in increments of four (4) hours regardless of the nurse's job bid provided that any nurse that requests Paid Time Off in an increment less than the daily work hours of her job bid either works the remainder of her daily work hours on the same day or arranges her own coverage for the remainder of her daily work hours in such a manner that it does not result in overtime for another nurse.

A nurse shall not accrue Paid Time Off hours beyond the stated maximum limit as designated in Section 3 and 4 of this Article.

Section 7. An eligible nurse may obtain her Paid Time Off hours for vacation purposes in advance by submitting a written request to the Staffing Office prior to going on vacation. It will be the nurse's responsibility to make this request.

Section 8. On termination of employment with four (4) weeks' notice, a nurse shall receive pay for any accrued Paid Time Off benefits, which have been earned but not used, if the nurse's probationary period has been completed. A nurse who terminates prior to the completion of her probationary period will not be paid for accrued Paid Time Off benefits. The method of calculation of such accrued Paid Time Off benefits shall be eligible hours times nurse's hourly rate of pay on her regularly scheduled shift.

Section 9. For all vacation dates from March 15 to March 14 of each calendar year, the following procedure shall apply:

Prior to the date of January 1 of each year, the nurse manager of each nursing unit shall designate and post the minimum number of registered nurse vacation openings approved for that unit and for the calendar year. Between December 1 and January 1 a PTO WORKSHEET will be posted for determining each staff members' interests, desires, or needs regarding PTO requests. At this time, all employees are requested to document their vacation requests on the worksheet. Because this is a worksheet, employee requests are not considered final requests. Between January 2 and February 17, the nurse manager shall personally contact and solicit, in writing, individual vacation requests from each staff nurse on her unit in order of their bargaining unit seniority, commencing with the most senior nurse on the nursing unit. As vacation requests are approved, the nurse manager shall post the approved vacations on a calendar in the unit. The nurse manager shall not solicit vacation requests from any nurse until each more senior nurse has had her vacation request approved.

ROUND ONE

Each nurse shall be given a current vacation availability calendar and a maximum of twenty-four (24) hours (excluding weekend and holidays) from the time the nurse manager solicits her individual request to submit her request to the nurse manager or her designee. If approved, vacation requests will be based on the position to which the nurse is regularly scheduled or currently working at the time the PTO request is *approved*. Once a request is approved pursuant to the procedure above, it shall be deemed final, subject to the provisions below regarding the changing of approved vacation periods.

ROUND TWO

After the above process has been completed, the remaining available vacation dates shall be posted on the unit for a period of fifteen (15) working days or until the posting of the schedule, whichever date is earlier, and shall be granted to the most senior nurse(s) who bid on each open date.

Vacation dates, which remain open following this bidding process, shall be granted to nurses on the unit on a first come, first served basis prior to the posting of the schedule. No vacation shall be approved for any nurse prior to the time that the request list is posted for that vacation year.

The Hospital will post on the bulletin board in each unit and keep current a schedule of all PTO time that has been canceled pursuant to this Article. The schedule will also indicate the portion of canceled PTO that is available to other nurses.

No nurse shall initially schedule more than two (2) weeks of vacation during the period from the full week in which Memorial Day falls through the full week in which Labor Day falls ("Prime Time"). In turn, this two (2) week maximum shall include no more than four (4) weekend days. A nurse scheduling two (2) weeks' vacation during Prime Time must schedule at least one (1) week in a full week increment. A nurse scheduling more than one (1) week vacation time outside of Prime Time must also schedule at least one (1) week in a full week increment. Scheduled weekends worked per year will be reduced by the number of vacation weeks.

Nurses scheduling at least one week of vacation (PTO) during Prime Time will have the following option: After a nurse's vacation schedule is requested and approved according to the schedule in subsection (a) above, the nurse may, at the nurse's option, allow the Hospital to buy back a week of prime time PTO. When the PTO time is offered back to the Hospital, it shall be added back into the PTO available for prime time. The nurse will then be scheduled to work the week that was offered back but will receive a separate check for the week of PTO bought by the Hospital. The nurse must exercise the option to offer back the PTO at least six weeks before the PTO is to be used. Because the Hospital is buying back the PTO week, nurses will not be entitled to use sick time during the week in which the nurse works in lieu of PTO time.

After the vacation scheduling process is completed for all nurses on the unit, a nurse may cancel her vacation at any time. Such dates that become open through such a cancellation, on the retirement or resignation of a nurse, or when a full time nurse begins per diem status, as well as any other vacation opening shall be posted for bid for fifteen (15) working days, or the length of time before that schedule is posted, whichever is less, and granted to the nurses on the following basis:

1. If the PTO is during Prime Time, the available PTO will be awarded to the most senior bidder(s) who received less than two (2) weeks off during Prime Time;
2. If there is still PTO available after all nurses in the unit have been awarded at least two (2) weeks off, the PTO will be awarded to the most senior bidder(s);
3. If the PTO is outside of Prime Time, it will be granted to the most senior bidder(s).

Vacation dates, which remain open following the posting period, shall be granted to nurses on the unit on a first come, first served basis. A vacation which is canceled by a nurse after the schedule is posted may be granted to another nurse on the unit upon request whenever feasible. Once the schedule is posted, the granting of vacation shall be based upon operational needs.

A nurse who transfers to a different nursing unit during the period January 2 to February 17 shall be scheduled her vacation on the unit where she is regularly scheduled on January A nurse's approved vacation dates shall follow the nurse and shall be honored on the unit to which she transfers.

Approved PTO must be accrued at the time PTO is taken unless the PTO was reduced because of Hospital request (volunteer days/call off). If a nurse's PTO is exhausted during a leave covered by the Family and Medical Leave Act, which would otherwise prevent the nurse from utilizing her previously scheduled and approved PTO, the nurse will be granted one (1) period of previously scheduled and approved time off up to eighty (80) hours, on a rolling calendar year. Any such time off that is not covered by the nurse's remaining, accrued PTO will be given as unpaid time.

Desired vacations during the weeks of Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day will be on a rotation basis. An increment of one day or more of Paid Time Off constitutes vacation. Requests for Paid Time Off during the weeks of Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day shall be submitted according to the procedures set out in this section. Approval of requests will be given by March 31. For the weeks of Thanksgiving, Christmas eve, Christmas, New Year's Eve, and New Year's Day, Paid Time Off ("PTO") hours allocated to any Unit will be prorated to reflect the shortened week, if applicable. For example, because there are two Holidays during the week of Thanksgiving, each Unit's allocated PTO will be reduced by 2/7 or 28.6%. Where any given Unit operates Monday through Friday only and the Holiday falls on Saturday or Sunday, there will be no reduction in allocated PTO hours. (See Appendix for examples of calculations).

Nurses may trade scheduled days to allow PTO time to be scheduled and approved, if such trades are approved by the Hospital. Nurses may expect that trades resulting in an overtime situation will not be approved.

As provided in Article VI, Section 10 of this Agreement, no more than thirty-six (36) hours total Paid Time Off (PTO) will be scheduled in any Unit on the day before and the day after any of the holidays listed in Section 1(A) of Article VI; provided further, however, that no more than fifty percent (50%) of any Unit can receive PTO on such days. For purposes of this Section, holidays will be recognized at the times established in Article VI, Section 1, A of this Agreement.

PTO that was previously approved for a part-time nurse who moves to full-time may still be taken even if the nurse does not have sufficient PTO to cover her previously approved time off provided that the nurse uses any PTO that she does have toward the previously approved time off.

Section 10. When changing status from full-time to part-time, any accrued PTO will be paid in full including shift differential.

Section 11. A full-time nurse shall be permitted to take, without prior approval, from her PTO account up to three (3) days for emergency purposes. Such days shall be available on a rolling twelve (12) month basis. i.e. the eligible days, if any, for such designation shall be measured from the date the last such day was used. Part-time nurses shall be permitted to take up to two (2) Emergency PTO days pursuant to the requirements of this Section. For purposes of this Section 11, emergency means unforeseeable circumstances of urgent nature that happen suddenly and need immediate action such as an accident, medical situation or family emergency. The Hospital may request a nurse provide documentation satisfactory to the Hospital of existence of the emergency within seventy-two (72) hours of the Emergency PTO Day. If the nurse is unable to provide satisfactory documentation, she may be subject to the Hospital's attendance rules.

Section 12. Vacation over the weekend will be consistent with the nurse's regularly scheduled shift.

Section 13. A nurse who cancels PTO time in accordance with the cancellation provisions of this Article, after the PTO has been scheduled, will be viewed as an "extra" nurse, and will be governed by the policies and procedures established by the Hospital with respect to "extra" nurses.

Section 14. A nurse may annually convert up to forty (40) hours of vacation for payment into her 403(b).

Section 15. For the purposes of PTO the recognized individual units will be as follows:

1. Radiology
2. Emergency Department
3. Precare/Post Care/PACU/PST
4. Surgery
5. ENDO/OUTPT/Oncology
6. ICU/Tower 1
7. SNF
8. Tower 2
9. OB/Nursery
10. Tower 3
11. Pool
12. Wound Care Center

A nurse who works fifty percent (50%) or more of her hours in a particular unit will be placed in that unit's PTO process above. For example, a nurse with a job bid of PACU/Surgery and who works more than fifty percent (50%) in Surgery will be placed in the Surgery PTO process above and not in PACU.

Section 16. For the purposes of this Article, nurses who work only Monday through Friday may designate weekends before or after their vacation weeks as part of their vacation subject to the following conditions. The number of weekends which may be designated off equals the number of weeks of PTO to which the nurse is entitled. A maximum of three weekends off may be designated during prime time, effective with the 2009 PTO process.

ARTICLE VIII

Sick Time

Section 1. Any full-time registered nurses who work 1.0 FTE will accumulate sick leave at the rate of one (1) day per month up to a maximum of eighty-seven (87) days or six hundred ninety-six (696) hours. .8 FTE nurses will accumulate .8 day per month and .9 FTE nurses will accumulate .9 day per month.

Section 2. Nurses on probation will accumulate, but not use, sick leave credit during probation.

Section 3. There will be no vested right in accumulated sick leave, except indicated hereafter.

Section 4. The Hospital retains the right to request a doctor's certificate at any time it feels it is required during use of sick leave. This request could be from the first day of illness.

Section 5. Sick leave is to be used for the nurse's personal sickness or injury only. The Hospital will manage excessive use of sick time through the use of its work rules.

Section 6.

Any full-time nurse who is at maximum sick leave accrual (696 hours), and has not (i) utilized any sick leave and; (ii) has had no unpaid absences (e.g. reporting off to care for an ill child) in a quarter, will have the option of receiving pay for up to eight (8) hours of sick leave. The nurse must have reached the maximum sick leave accrual by the end of the last pay period within the quarter. In lieu of full or partial payment, the nurse has the option to maintain the maximum sick leave accrual of 696 hours. The benefit will not be available if the nurse has reported off during the quarter for reasons other than PTO, emergency PTO, or Volunteer Time Off.

The buy-back period is based upon four (4) quarters, and calculated on twenty-six (26) pays per year.

Under this Section full-time nurses will have the opportunity to receive up to thirty-two hours of sick leave buy-back per calendar year. The opportunity will begin anew with each new quarter. There will be no carry-over of hours from quarter to quarter. Sick leave for which payment is received will be deducted from the nurse's accrued sick leave.

Section 7. The number of hours paid for personal illness and injury in a two-week pay period will not be granted if it exceeds the total paid hours for a regular two-week period. Total hours would include holiday and vacation time, but not overtime.

1. The Hospital pursuant to Article VIII, Section 2 and 4, shall grant sick time pay to a full-time nurse, which exceed eighty (80) total hours in a two-week pay period, if the full-time nurse works a designated holiday or is scheduled off on a designated holiday.
2. If the full-time nurse reports off duty on a designated holiday, such nurse shall account for such time by using accumulated sick leave, if applicable, or Paid Time Off hours for holiday purposes. The Hospital pursuant to Article VIII, Sections 2 and 4, shall grant sick time pay to a full-time nurse who reports off duty on a designated holiday providing that the total paid hours does not exceed eighty (80) total hours in a two-week pay period. Total hours would include vacation time, but not overtime.

Section 8. The Hospital shall provide a Long-Term Disability program for all full-time registered nurses. The LTD program will become effective after the nurse has been disabled for a four (4) month consecutive calendar period. The registered nurse on LTD will receive 60% of her gross wages not to exceed \$3,200 monthly for as long as she is disabled up to

the age of 65, less any other income received from all entities, except those plans purchased by the individual employee.

For nurses beginning LTD on or after April 21, 2008, the Hospital will continue its current (i.e. dollar amount in effect April 21, 2008) contribution for the nurse's medical plan up to age 65 or Medicare eligible, whichever occurs first. The nurse will contribute any additional premium to continue the plan.

Nurses hired on or after April 21, 2008, with less than ten (10) years of service at the beginning of LTD may, by paying the current employee premium rate, receive the single medical plan for a period of six (6) months. Nurses with ten (10) or more years of service at the beginning of LTD may, by paying the current employee premium rate, receive the single medical plan for twelve (12) months.

Section 9. As part of Part-Time Benefits Package A & B, the Hospital provides a Short Term Disability Program for all part-time registered nurses. Once effective, the STD benefit pays 66 2/3% of the nurse's gross wages, not to exceed \$300.00 per week, begins on the 15th day of a covered disability, and is payable for a maximum of twenty-six (26) weeks. Effective January 1, 2025, the STD benefit shall pay 66 2/3% of the nurse's gross wages, not to exceed \$500.00 per week with all other terms and conditions of the STD benefit unchanged.

Section 10. When a full-time nurse voluntarily or involuntarily changes status from full-time to part-time, the disposition of such nurse's accumulated sick time balance shall be as follows:

- A. For a period of sixty (60) calendar months from the date of classification to part-time status, the nurse's sick balance shall be frozen and not subject to any provisions of this Agreement, except that a part-time nurse may utilize her sick time balance whenever she takes a continuous (i.e., not intermittent) FMLA leave for her own serious illness. Any sick leave paid during the course of a part-time nurse's FMLA leave shall not include the part-time differential. The sick time balance of a nurse who remains on part-time status beyond sixty (60) calendar months shall be forfeited.
- B. If the nurse would obtain full-time status within the period of sixty (60) calendar months from the date of classification to part-time status, the nurse's frozen sick balance would be available for use beginning on the ninety-first (91st) calendar day after being classified on full-time status.

Section 11. Donation of PTO. Nurses who have completed their probationary period and who have exhausted or expect to exhaust all of their accrued Paid Time Off (PTO) and sick leave may request PTO donation. To be eligible, a nurse must be unable to work because of the nurse's own extended illness or an illness of an immediate family member as defined by the FMLA. Full-time nurses may receive PTO donations up to the time they qualify for Long Term Disability to a maximum of four (4) months.

Part-time nurses may receive PTO donations once Short Term Disability benefits have been exhausted for a maximum of two (2) months. Part-time nurses who do not qualify for STD benefits and have exhausted all accrued PTO may receive PTO donations for a maximum of two (2) months. Part-time nurses approved for PTO donations may receive PTO up to their normal scheduled hours per pay period.

The request may be initiated by the nurse or by another nurse on behalf of the nurse by requesting Human Resources to set up a PTO donation account. Hospital approval will be based on the extent and nature of time-off required, the potential for financial hardship and the willingness of other nurses to donate. The Hospital's President/CEO will have final approval over all donations.

Any donated PTO must be in one (1) hour increments and will be deducted from the donating nurse's PTO accrual. The donated PTO will be converted by multiplying the number of hours donated and deducted from accrued PTO by the regular PTO wage rate for the donating nurse. This dollar amount donated will then be converted to hours donated by dividing the dollar amount donated by the recipient nurse's regular PTO wage rate. Part-time nurses' PTO hours received will be based upon their average scheduled hours.

Once made, donations are non-revocable by either the donating or the recipient nurse. Donated hours will not count toward additional accrual of PTO or sick leave, seniority, tenure or review purposes for the recipient nurse. Applicable health insurance deductions will continue.

Section 12. In implementing its work rules with respect to attendance, the Hospital will follow these procedures:

- a. Subject to the conditions in subsection (b), a nurse will not be charged with an additional "occurrence" for the re-occurrence of the same illness within the nurse's next scheduled work shift.
- b. The nurse is responsible to give appropriate notice to the supervisor and may use this procedure only one time in any rolling twelve (12) month period.
- c. For the life of the current agreement, the Hospital confirms that, if a nurse works at least half of the scheduled shift and is directed by a physician or the Hospital's employee health nurse or designee not to work the remainder of the shift, the nurse will not receive an "occurrence" for that day. This provision will apply only once in any 12-month period.

ARTICLE IX

Leave of Absence

Section 1. Non-Illness Leave of Absence.

- A. A nurse may request a non-illness leave of absence not to exceed (60) sixty calendar days without pay for just reason, in accordance with the policies and procedures established by the Hospital.

Just reasons include:

1. Family difficulties
2. Marriage
3. Court trial (non-hospital related)
4. Reserve duty
5. Further education (upon approval, nurse must provide proof of enrollment in class or programs)
6. Family illness other than serious illness
of the nurse's spouse, parent or child.

An exception to the above stipulations being a nurse in the Reserves called out to active duty.

The leave must be authorized by the Department Head or designee. Such leaves will not be unreasonably withheld, unless staffing needs require otherwise. Once requested, the Department Head or designee must inform the nurse whether the leave is authorized within five (5) days of submission. If the leave is longer than requested or she cannot return by her expected return to work date, the nurse must contact her Department Head or designee to request additional time off under this section. Any leave extensions must be authorized by the Department Head or designee.

Education leaves may be requested as intermittent or a complete leave of absence. If a request for intermittent education leave is granted but the nurse will continue to work her FTE, she must inform her Department Head or designee prior to the next schedule. Approved education days will be noted on the unit schedule.

- B. In addition to the leave of absence authorized in Section 1 (A) of this Article, a leave of absence may be granted for extending vacation time for travel not to exceed twenty-one (21) accumulated calendar days in a consecutive three-year period. This would be granted only if adequate coverage of the department could be arranged and governed by the policies and procedures established by the Hospital.

- C. A nurse's anniversary date, review dates, vacation and sick time accruals will not be affected to the extent that such nurse does not utilize more than twenty-one (21) accumulated calendar days of leave of absence in a consecutive three (3) year period under Section 1 (A) and 1 (B) of this Article.

Section 2. Leave of Absence Due to Illness. A nurse requiring three (3) or more consecutive calendar days off due to an FMLA-qualifying personal illness or injury must complete Leave of Absence forms. Accumulated sick benefits or Paid Time Off hours will be used and paid for all leaves under this Section until all accumulated sick benefits and Paid Time Off hours are used. Sick benefits will be exhausted before Paid Time Off hours are used. Leave of absence because of a nurse's own serious health condition, as defined by The Family and Medical Leave Act (FMLA), shall be granted as required by the FMLA. Any remaining FMLA leave after all benefit time is used will be unpaid.

During the leave, the full-time nurse will not accrue sick benefits. However, seniority accrual, length of service increments, anniversary dates and vacation accrual will be affected only when the time off exceeds sick pay benefits or thirty (30) calendar days, whichever is longer.

The Hospital will continue to pay 90% of a standard single plan or standard family plan contract hospitalization insurance premium for a full-time nurse insured under the plan, who is on Leave of Absence due to illness, while receiving accumulated sick leave or Paid Time Off benefits for a period up to twelve (12) weeks.

For a part-time nurse on a leave of absence due to illness, the Hospital will continue to pay the percentage of premium matching the nurse's category choice under Article VII, Section 4 for a period of up to twelve (12) weeks provided the part-time nurse pays the nurse's share of the premium.

A maximum of 126 calendar days, except as indicated hereinafter, with and/or without sick pay, will be granted for any one illness or injury.

When a nurse is able to return to work within one hundred twenty-six (126) calendar days of the commencement of her leave, she shall return to her previous position, shift and status. If the nurse is unable to return within 126 calendar days, the Hospital will evaluate the nurse's situation in light of job requirements and all other circumstances, to determine if the job should be posted as an open position subject to be filled by job posting according to Article XIII. In any event, when a nurse is unable to return to work within 220 calendar days of the commencement of her leave, the job will be posted according to Article XIII.

Section 3. Leave of Absence Due to Family Illness. A nurse who has been employed by the Hospital for at least the immediately preceding consecutive twelve (12) months and worked at least twelve hundred and fifty (1250) hours during such period shall, upon request, be granted a leave of absence to care for her spouse, child, or parent having a serious health condition as defined by the Family and Medical Leave Act. Such leave shall be granted for up to twelve (12) weeks. The leave may be taken on an intermittent or reduced schedule basis if medically necessary.

A nurse on a leave under this Section must use PTO time based on her FTE status until all accumulated Paid Time Off hours are used. If a nurse does not have sufficient PTO accrual, the remainder of the leave will be unpaid. A nurse's seniority accrual, length of service increments, anniversary dates and vacation accrual will be affected only when the time off exceeds paid time off, or thirty (30) calendar days, whichever is longer.

A nurse returning from a leave under this Section within twelve (12) weeks, shall be returned to her previous position, status and shift.

Section 4. **Extension of Leaves Due to Personal Illness or Injury.** An extension, due to illness or injury sustained by a nurse, which qualifies under Workers' Compensation, will be granted up to twenty-four (24) additional months leave of absence. However, the nurse must make application for the extension plus produce a medical certificate satisfactory to the Hospital that she is unable for medical reasons to return to work. During the leave, the nurse will retain her seniority and benefits accrued prior to the leave. When a full-time nurse is able to return to work, she will be offered part-time work if full-time work is not available, and will be offered full-time work when available according to seniority. When a part-time nurse is able to return to work, the nurse will be offered part-time work and, if part-time work is not available, the nurse will be offered a Per Diem status. When part-time work becomes available, the nurse will be returned to her part-time status according to seniority. Anniversary and review dates will be adjusted by the number of calendar days off.

An extension due to an illness or injury not covered by Workers' Compensation, shall be granted up to an additional twenty (20) months. Request for extension forms must be completed one (1) week prior to date requested. Upon return, a full-time nurse will be offered part-time if full-time is not available, and offered full-time when available, according to seniority. When a part-time nurse is able to return to work, she will be offered part-time work and, if part-time work is not available, she will be offered a Per Diem status. When part-time work becomes available, the nurse will be returned to her part-time status according to seniority. The Hospital does not guarantee that the shift and area will be the same as when the nurse went on leave. The Hospital will try to accommodate the nurse's request. Seniority and benefits accrued prior to the leave will be retained, but seniority and benefits during the extension of leave will not be accumulated. If no full-time position is available and the full-time nurse returns on part-time, vacation accrued prior to the leave will be paid, providing the nurse had been actively working for one (1) full year prior to the leave. Upon return, anniversary and review dates will be adjusted by the number of calendar days off.

If a nurse must be off due to personal illness or injury in excess of the above, when she is ready to return to work, she must make application with the Human Resources Department and she will be given priority when an opening is available.

Section 5. Failure to return from a leave described in the above Section 1, 2, and 3 will result in automatic termination.

Section 6. Leave time for childcare after the expiration of a pregnancy leave shall be granted to a nurse. Such leave shall be requested by filing the appropriate leave form. The

combination of maternity leave and childcare leave shall not exceed one hundred twelve (112) calendar days unless extended by mutual agreement between the nurse and the Hospital, or the disability of the nurse would require a longer leave. Male nurses who apply shall be eligible for leave under the Family and Medical Leave Act.

Bargaining unit seniority shall continue to accrue during such leave periods. Accrued PTO hours may be utilized by a nurse for leave taken under this Section.

Section 7. Leave time for reasons related to the placement of a child with a nurse for adoption or foster care shall be granted to nurses up to one hundred twelve (112) calendar days. Such leave may be taken within twelve months following the placement of the child with the nurse. Accumulated Paid Time Off hours must be used for such leave. Sick leave benefits will not apply.

Bargaining unit seniority shall continue to accrue during such leave periods. Accrued PTO hours may be utilized by a nurse for leave taken under this Section.

Section 8. While a full-time nurse is on a leave of absence due to her own illness; serious health condition of her spouse, child, or parent; childbirth; or placement of a child with the nurse for adoption or foster care, the Hospital will continue to pay 90% of the standard single or standard family plan contract hospitalization insurance premium while she is receiving accumulated sick leave or paid time off benefits, or for a period of twelve (12) weeks, whichever is longer. For a part-time nurse, the Hospital's payment of premiums will match the nurse's category choice under Article VII, Section 4 for a period of up to twelve (12) weeks provided the part-time nurse pays the nurse's share of the premium.

ARTICLE X

Salary Scale

Section 1. Effective April 21, 2024, A full-time or part-time nurse shall be placed into the wage scale based on the date that she first became licensed as an RN. Thereafter, advancements to the next wage step shall occur in accordance with each nurse's RN employment anniversary date with the Hospital. The hourly pay rate for full-time and part-time nurses covered by this Agreement shall be as follows:

RN Experience	April 21, 2024	April 21, 2025	October 21, 2025	April 21, 2026	October 21, 2026
< 1 year	\$32.00	\$32.32	\$32.64	\$32.97	\$33.30
1 year	\$33.00	\$33.33	\$33.66	\$34.00	\$34.34
2 years	\$34.00	\$34.34	\$34.68	\$35.03	\$35.38
3 years	\$35.00	\$35.35	\$35.70	\$36.06	\$36.42
4 years	\$36.00	\$36.36	\$36.72	\$37.09	\$37.46
5 years	\$37.00	\$37.37	\$37.74	\$38.12	\$38.50
6 years	\$38.00	\$38.38	\$38.76	\$39.15	\$39.54
7 years	\$38.00	\$38.38	\$38.76	\$39.15	\$39.54
8 years	\$38.00	\$38.38	\$38.76	\$39.15	\$39.54
9 years	\$39.00	\$39.39	\$39.78	\$40.18	\$40.58

10 years	\$39.00	\$39.39	\$39.78	\$40.18	\$40.58
11 years	\$39.00	\$39.39	\$39.78	\$40.18	\$40.58
12 years	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62
13 years	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62
14 years	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62
15 years	\$41.00	\$41.41	\$41.82	\$42.24	\$42.66
16 years	\$41.00	\$41.41	\$41.82	\$42.24	\$42.66
17 years	\$41.00	\$41.41	\$41.82	\$42.24	\$42.66
18 years	\$41.00	\$41.41	\$41.82	\$42.24	\$42.66
19 years	\$41.00	\$41.41	\$41.82	\$42.24	\$42.66
20 years	\$42.00	\$42.42	\$42.84	\$43.27	\$43.70
21 years	\$42.00	\$42.42	\$42.84	\$43.27	\$43.70
22 years	\$42.00	\$42.42	\$42.84	\$43.27	\$43.70
23 years	\$42.00	\$42.42	\$42.84	\$43.27	\$43.70
24 years	\$42.00	\$42.42	\$42.84	\$43.27	\$43.70
25 years	\$43.00	\$43.43	\$43.86	\$44.30	\$44.74
26 years	\$43.00	\$43.43	\$43.86	\$44.30	\$44.74
27 years	\$43.00	\$43.43	\$43.86	\$44.30	\$44.74
28 years	\$43.00	\$43.43	\$43.86	\$44.30	\$44.74
29 years	\$43.00	\$43.43	\$43.86	\$44.30	\$44.74
30 years	\$44.00	\$44.44	\$44.88	\$45.33	\$45.78

Section 2. Effective April 21, 2024, a per diem nurse shall be placed into the below wage scale based on the date that she first became licensed as an RN, except that no newly hired per diem nurse shall be placed on the below wage scale above a Step 4. Thereafter, a nurse shall advance one step: (1) from Step 0 to Step 6, upon working 2,080 hours; (2) from Step 7 to Step 9, upon working 6,240 hours; and (3) from Step 10 to Step 12, upon working 10,400 hours. The hourly wage rate for per diem nurses covered by this Agreement shall be as follows:

RN Experience	April 21, 2024	April 21, 2025	October 21, 2025	April 21, 2026	October 21, 2026
Step 0: Less than 1 year	\$32.47	\$32.79	\$33.12	\$33.45	\$33.79
Step 1: 1 year	\$33.28	\$33.61	\$33.95	\$34.29	\$34.63
Step 2: 2 years	\$34.11	\$34.45	\$34.79	\$35.14	\$35.50
Step 3: 3 years	\$34.97	\$35.31	\$35.67	\$36.03	\$36.39
Step 4: 4 years	\$35.84	\$36.20	\$36.56	\$36.93	\$37.29
Step 5: 5 years	\$36.74	\$37.11	\$37.48	\$37.85	\$38.23
Step 6: 6-9 years	\$37.66	\$38.04	\$38.42	\$38.80	\$39.19
Step 7: 10-13 years	\$38.60	\$38.99	\$39.38	\$39.77	\$40.17
Step 8: 14-18 years	\$39.56	\$39.96	\$40.36	\$40.76	\$41.17
Step 9: 19-24 years	\$40.55	\$40.96	\$41.37	\$41.79	\$42.20
Step 10: 25-29 years	\$41.56	\$41.98	\$42.40	\$42.82	\$43.25
Step 11: 30 years or more	\$42.60	\$43.03	\$43.46	\$43.89	\$44.33

Section 3. Part-time nurses shall receive full-time hourly scale of pay, in addition to a differential of \$3.00 per hour with Part-time Benefit Package A, and \$2.25 per hour with Part-time Benefit Package B.

Section 4. If a nurse changes her status from full-time to part-time, her hourly rate of pay will remain the same with the addition of a differential, described in Section 3 of this Article, in lieu of fringe benefits. If a nurse changes from part-time to full-time, her hourly rate will remain in the same step of the salary scale less the differential, described in Section 3 of this Article. Such nurses shall then become eligible for the fringe benefit program outlined in this Agreement.

Section 5. Newly hired per diem RNs shall receive a differential of \$4.15 per hour. If a nurse changes her status from full-time or part-time to per diem, her hourly rate of pay will stay the same with the addition of a \$5.15 per hour differential. A part-time nurse who changes her status to per diem will no longer receive her part-time differential. If a nurse changes her status from per diem to full-time or part-time, her hourly rate of pay will be adjusted to reflect the number of years she has been licensed as an RN, in accordance with the wage scale in Section 1 of this Article, less the per diem differential.

Section 6. The Hospital will pay a three dollar (\$3.00) per hour shift premium for all hours worked between 3 p.m. and 7 a.m., except that nurses starting work between 7:00 a.m. and 11:00 a.m. will not be paid the shift premium until 3:30 p.m. and nurses starting work between 7:00 p.m. and 11:00 p.m. will be paid the shift premium until 7:30 a.m. Nurses shall be paid the appropriate rate for all hours worked during time schedule changes to and from Eastern Standard Time and Daylight Savings Time.

Section 7. Nurses who work the 11-7 shift in the following units: Emergency Department and ICU/T1 shall be paid an additional \$1.00 specialty premium in addition to any applicable shift differential. Nurses who work the 3-11 shift in the following units: Emergency Department, ICU/T1, and Ambulatory Services, shall be paid an additional \$.75 specialty premium in addition to any applicable shift differential. Nurses working the 7-3 shift in the ICU/T1, Ambulatory Services, and Emergency Department shall be paid an additional seventy-five cents (\$0.75) per hour specialty premium.

The provisions of this section will not apply in the following instances: to any nurse hired after April 21, 2000; to any nurse currently employed who is not currently receiving the above differentials; or to any nurse currently employed who is receiving a differential but who is awarded a position in a department to which differentials do not apply. The provisions of this section will continue to apply to any nurse who was hired prior to April 21, 2000 and who is working in a unit to which the above differentials do not apply but who, at the Hospital's request, is assigned temporarily to a department to which the differentials do apply.

Section 8. (BSN and Certification) Nurses who have earned a Bachelor of Science degree will receive a premium of \$.75 per hour.

Nurses who have achieved the following Certifications will receive a premium of \$.75 per hour: OCN, ONC, CCRN, CNOR.

Nurses who have achieved any other Certification in a nursing specialty recognized by a national nursing professional association (e.g. American Nurses Association, Association of Operating Room Nurses) will receive a premium of \$.65 per hour. See the Memorandum of Understanding relating to Recognized Certifications for a list of specialty certifications eligible for this differential.

A nurse can receive the Certification differential for a maximum of two (2) Certifications. No nurse may receive a premium of more than \$1.75 per hour for a combination of Bachelor of Science and Certification credentials.

Section 9. Nurses holding the position of Coordinator shall be paid an additional \$1.50 per hour differential. The differential shall also apply to nurses temporarily assigned to any of these positions.

Section 10. Nurses holding the position of RN First Assist shall be paid an additional two dollars and fifty cents (\$2.50) per hour differential. This premium will be in addition to any premium differential received under Section 8 of this Article.

Section 11. When a general duty nurse is assigned temporarily to perform a higher level classification in nursing staffing pattern than normally assigned, the Hospital will pay this nurse an additional \$8.00 per eight (8) hour shift, \$10.00 per ten (10) hour shift, and \$12.00 per twelve (12) hour shift for precepting any newly hired Registered Nurse or any registered nursing student. ("Registered Nursing Student" shall mean a student enrolled in an accredited registered nursing program and shall not include technicians ("techs") or nursing students accompanied by a preceptor from the student's school or program). This precepting premium will also apply for precepting any other general duty nurse who, as the result of a successful bid into a vacant position, transfers into another nursing department. The Premium will be paid for precepting such nurses for up to the first three (3) weeks of the transferred nurse's participating in the precepting program. The appropriate payroll form will be used to record this assignment.

Section 12. Nurses scheduled to be "on call" will receive the appropriate rate per hour as set forth below. If the "on call" nurse is called to work, she will be paid in addition at the rate of time and one-half (1-1/2) for the hours worked. It is the intention of the Hospital to have beepers available for nurses who are scheduled to be "on-call." Nurses will receive a minimum of two (2) hours' pay when called in while "on-call."

Nurses scheduled to be "on call" for either the Surgery or Post Anesthesia Care (PACU) Departments will receive \$3.25 per hour. All other nurses scheduled to be on call will receive \$3.05 per hour.

If a nurse has more than eight hundred (800) on-call hours in a six (6) month period she will receive a four hundred dollar (\$400.00) bonus. The six (6) month periods will run from April 1 through September 30 and from October 1 through March 31.

Section 13. Nurses who work any extra weekend shift for which they are not regularly scheduled, as defined in Article XVII, Section 12 will receive a bonus of \$100.00 for each such full shift, based on eight (8) hours. Partial shifts will be paid on a prorated basis. “Weekend shift”, as used in this Section, has the same definition as is contained in Article VI, Section 7(B). An extra weekend shift, as used in this Section, is defined as any weekend shift on which the nurse was not scheduled to work or was not off on approved P.T.O. or leave under Article XIV. This Section will not apply to any “makeup” shift as defined in Article XVII, Section 12.

With respect to Article X, Section 13 – Weekend Incentive, the following will clarify the conditions of eligibility for the incentive. The incentive will not be paid for make-up weekends or “trades” initiated by the nurse. If the nursing staffing department initiates and grants a “trade”, either by request to an individual nurse, or by use of the “need sheet”, the incentive will be paid if the other Article X conditions are met. Incentive pay does not apply to special request days or trades at the request of the employee or the Hospital. Call offs or Emergency PTO during the same pay period will eliminate the incentive pay for full-time and part-time nurses.

Nurses who work any extra Monday through Friday shift for which they are not regularly scheduled will receive a bonus of \$60.00 for each such full shift, based on eight (8) hours. Other shift schedules will be prorated.

Section 14. The Hospital may establish full-time bid positions for two special weekend schedules of three 12 hour shifts: Friday, Saturday, and Sunday; or Saturday, Sunday, and Monday. Nurses awarded these special schedules will receive no holiday package and will be required to work on holidays falling within their schedules. Nurses who work each of three (3) of the 12 hour shifts scheduled on Friday, Saturday, and Sunday; or Sunday, or scheduled on Saturday, Sunday, and Monday, as appropriate, will receive a bonus of \$200 for any weekend on which the three shift schedule is worked. To be eligible for the bonus, the nurse must have actually worked all thirty six (36) hours of the three day schedule. Use of Paid Time off, sick leave, or any other absence will disqualify the nurse for the bonus with the following exception. Any nurse who is excused from work on one or more of the weekend days at the Hospital’s request will receive a prorated bonus based on the number of days worked. For example, a nurse who works two days of the special weekend schedule and is excused at the Hospital’s request for one day will receive two thirds of the bonus. This Section will not apply to any “makeup shift” as defined in Article XVII, Section 12. Any nurse who calls off for any shift of a weekend schedule established under this Section will be assessed one (1) occurrence for each missed shift under the Hospital’s attendance policy.

ARTICLE XI

Insurance

Section 1.

- A. The Hospital shall provide Life and Accidental Death and Dismemberment Insurance for full-time nurses in the amount of one (1) times the nurse's annual salary and as part of Part-time Benefits Package A & B, the Hospital provides a \$10,000 policy to part-time nurses. The premiums shall be paid by the Hospital. The insurance shall be put in effect for all full-time nurses who have been employed more than 90 days or who are not on probation. Newly employed nurses will not be insured until they have completed their probationary period. For purposes of this Section, "annual salary" shall be based on the nurse's earnings in effect on the nurse's last full day of active work.
- B. Full-time and part-time nurses shall be permitted to purchase additional life insurance in Ten Thousand Dollar (\$10,000.00) increments up to a maximum of One Hundred Thousand Dollars (\$100,000). Full-time and part-time nurses' spouses are permitted to purchase up to fifty per cent (50%) of the full-time and part-time nurses' additional life insurance in Five Thousand Dollar (\$5,000.00) increments, and dependents are permitted to purchase an additional life insurance policy in the total amount of either Five Thousand Dollars (\$5,000.00) or Ten Thousand Dollars (\$10,000.00). These additional insurance amounts are subject to insurability of the nurse, her spouse, and her dependents.

Section 2. Hospitalization will be provided for all full-time nurses who desire the coverage. The Hospital will pay ninety per cent (90%) of a standard hospitalization insurance plan (single, employee plus one, or family coverage as the nurse elects). In lieu of the standard plan, a full-time nurse may elect coverage under any other plan offered by the Hospital and the Hospital will contribute the equivalent of ninety per cent (90%) of the standard plan premium toward the alternate coverage. Details of available coverages will be contained in summary plan descriptions to be distributed to covered nurses.

Section 3. The Hospital will have discretion to change insurance plan design, so long as any changes in insurance apply to all covered Hospital employees. The Hospital will meet with the ONA and discuss, in advance, any such changes. In addition, representatives of the ONA will meet with Hospital and insurance company representatives, generally on a quarterly basis, to review insurance plan utilization and costs and related insurance issues.

Section 4. Full-time nurses (as well as all other Hospital employees) electing insurance coverage must elect the full insurance package, including any prescription drug or vision program offered by the Hospital.

Section 5. Any full-time nurse not desiring hospitalization insurance and who signs a waiver to this effect will receive monthly a cash payment of \$50.00 to be included in the nurse's paycheck, during the period of non-coverage by the Hospital. The Hospital will continue to make the cash payment, while a nurse is on an authorized leave if the nurse would have been covered under the hospitalization plan. Nurses are permitted to waive their hospitalization

insurance on January 1 of each year, except for new employees, who may enroll at the time of eligibility.

Section 6. In the event a full-time nurse's outside hospitalization insurance is no longer covered by her spouse's or parent's employer, the Hospital will immediately allow the nurse to be covered under either of the Hospital's hospitalization plans with the single or family plan in accordance with the plan's specifications. The nurse must furnish proof to the Hospital that she is no longer carried by her spouse's or parent's hospitalization plan.

Section 7. Hospitalization will be provided for part-time nurses who hold the status of at least .6 Full Time Equivalent (work at least 1248 hours) and who desire the coverage. The Hospital will pay fifty five percent (55%) of a hospitalization insurance plan for single coverage. Eligible part-time nurses may elect such coverage as part of Package C, described in Article VII, Section 4.

ARTICLE XII

Pension Plans

Section 1. The Hospital will establish a matched savings plan (403B or 401K) plan as of January 1, 2009.

The Hospital shall contribute one and six tenths percent (1.6%) of the annual earnings for qualified participants regardless of the participant's contribution. The Hospital's one and six tenths percent (1.6%) contribution will be made to participants who have one thousand (1,000) hours of service and are employed on the last day of the year for which the contribution is made.

In addition to the one and six tenths percent (1.6%) contribution, the Hospital will match fifty percent (50%) of the nurse's voluntary contribution up to a maximum match of two and one half percent (2.5%) of the nurse's annual earnings. The Hospital's obligation to match contributions does not apply to PTO contributions as defined in Article VII, Section 14.

The Hospital will be responsible for up to ten thousand dollars (\$10,000) of the "startup" costs for the plan. Any additional "startup" costs will be paid by the plan participants through the adjustment in the one and six tenths percent (1.6%) contribution in the first year of the plan.

Nurses become eligible to participate after one (1) year of employment.

Per diem nurses will not be eligible to participate.

A nurse will be one hundred percent (100%) vested in the Hospital's one and six tenths percent (1.6%) contribution after three (3) years of service.

A nurse will be vested immediately in the nurse's voluntary contribution and any match by the Hospital of the voluntary contribution.

The Hospital will select the vendor-administrator of the plan after discussion with the ONA.

The maintenance cost charged by the vendor will be paid by each participant's account.

Section 2. The Hospital shall provide a yearly written computation to nurses covered by the pension plan.

ARTICLE XIII

Seniority

Section 1. Seniority is the right of a nurse to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement. Seniority is defined as the length of time a nurse has been continuously employed by the Hospital as a registered nurse from her most recent date of employment, provided she has successfully completed her probationary period.

Section 2. Seniority shall be broken when a nurse:

- A. Resigns, quits, or retires;
- B. Is terminated for cause;
- C. Exceeds an approved leave of absence;
- D. Fails to report for work within five (5) working days
after being notified by mail to do so, after
lay off unless proper excuse is shown;
- E. Is laid off for twelve (12) consecutive months, during
which time seniority is not accumulated;
- F. Is on sick leave beyond the limit listed in Article IX,
Section 2, Section 3; or
- G. Fails to report for work three (3) consecutive days without
notice, unless proper cause is shown.

Section 3. Seniority lists will be maintained at each nursing station or department, and will be revised the last pay period of every month by the Hospital. Employee numbers will not be listed on Seniority lists. A nurse who feels that her designated seniority is incorrect must make objection in writing to the Human Resources Department within two (2) weeks after the seniority list is posted. Otherwise she shall be bound by the information on the list and shall not thereafter be permitted to challenge her seniority shown thereon. However, nurses on vacation, sick leave, or leave of absence at the time the seniority list is posted will be given two (2) weeks from the time they return to make objection to the seniority list. Nurses

covered by this Agreement will be bound by the most current seniority list, and cannot challenge this information in the future.

Section 4. Future seniority and years of continuous service shall be computed on the basis of hours worked or credited, with 2,080 such hours equal to one year of seniority and continuous service. No nurse may accrue more than 2,080 hours per year for seniority purposes.

Section 5. Seniority lists are prepared based upon the employment category of each nurse covered by this Agreement. Nurses who thereafter change from one employment category to another shall carry with them all accrued seniority. Nurses covered by this Agreement shall carry their accumulated seniority with them, if they transfer from one department to another. In other words, their seniority and tenure will remain the same.

Exceptions:

- A. An individual changing from another classification to that of a registered nurse, will begin accruing seniority as a registered nurse when she begins working as such.
- B. A nurse changing from a position covered by this Agreement to an Administration position shall have her accrued seniority in the bargaining unit frozen for 2 years. If the nurse returns to a bargaining unit position within the two-year period, she will re-acquire her frozen seniority and begin accruing seniority upon starting the unit position. The Administrative nurse can only return to a bargaining unit position through the job bidding process.

Section 6. During temporary reductions in the nursing staff for periods not exceeding three (3) consecutive weeks, or fifty (50) cumulative days within a contract year, including low census days, the Hospital shall first seek to reduce the work force through voluntary time off. For purposes of this Article, a “day” is defined as any time there is a call-off within a twenty-four (24) hour period.

Voluntary time off shall count toward the computation of benefits. In seeking to reduce the work force through voluntary time off, the Hospital shall offer volunteer days off. **Volunteer days do not count toward the call off process.** Inpatient units and outpatient units may separately develop a process for the granting of volunteer days. Any revisions to a volunteer day process shall be approved at the Staffing Committee meeting. The nurse has the right to decline a volunteer day and the Hospital will then move on to other nurses on the volunteer list. If a nurse is offered, and accepts, a volunteer day, the nurse’s name will then be placed at the bottom of the list for the week.

If there are insufficient volunteers to satisfy the need for reduction, the Hospital shall reduce staffing in the following manner:

1. Probationary nurses on the shift being reduced, provided there are sufficient qualified non-probationary nurses available;

2. Nurses in an over-hire position.;
3. Per Diem nurses on the shift requiring reduction will be called off first, and if further reduction is necessary;
4. Part-time nurses working an extra unscheduled day on the shift requiring reduction will be called off first, and if further reduction is necessary (During periods of reduction, nurses in flex positions in affected areas will be scheduled at their lowest F.T.E. during the planning process. Likewise, nurses on a varied shift in affected areas will be scheduled on the off-shift:
5. Using the last seniority list, the nurse with the least seniority will be called off, providing she is scheduled to work the day and shift requiring reduction. Nurses shall be provided 1.5 hours' notice of call off, unless the nurse is already working at the Hospital, in which case the Hospital will make every effort to provide as much notice as practicable. Nurses who are scheduled for 12-hour shifts may only be called off for the entire 12-hour shift, the first 4 or 8 consecutive hours of the shift, or the last 4 or 8 consecutive hours of the shift.
 - A. Nurses routinely scheduled on day shift and who are called off will be given the opportunity to cross-train to the following areas:
 - i.) Medical Imaging
 - ii.) Phase 2 Recovery (Surgery)
 - iii.) Endoscopy Recovery
 - iv.) Pain Management
 - B. Nurses routinely scheduled on day shift will have the opportunity to select one of the identified areas for orientation. Only one nurse at a time may orient to an area. Nurses routinely scheduled on off shifts have the opportunity to cross-train according to Article XXII, Section 7. If an off-shift nurse wishes to cross-train to a unit open 24 hours, 7 days a week, she may contact the Unit Director or designee.
 - C. Selection for orientation will begin with the most senior nurse on the list of those who have expressed interest in orientation. Orientation will be scheduled on the days when the Hospital requires a staffing reduction.
 - D. Once orientation has begun with respect to a particular nurse, orientation will be completed according to the procedure set forth in Article XXII, Section 7. The provisions of Article XVI, Section

14 concerning cross-training will also apply.

6. If further reduction in staff is necessary, Steps A and B of this subsection will be followed. Further reductions per shift will be made by:
 - A. Calling off nurses at the bottom of the last seniority list who were missed pursuant to Step 5 due to a day off.
 - B. Progressing up the last seniority list so no one individual nurse is called off more than once until all nurses have had a one-day reduction due to call off with the exceptions as provided below:
 1. Nurses on vacation, leave of absence, and bereavement leave would not be affected until they returned.
 2. Section 9 of this Article will be used for staff reduction.
 - C. For purposes of Subsection B, all call-offs will be considered equal for purposes of rotation, regardless of shift length.

During the temporary reduction a nurse will not be permitted to request or take a junior's position on another shift.

During any consecutive fourteen (14) calendar day period without the need for a call off for a staffing reduction of registered nurses, the Hospital will begin the above process again when staff reduction is necessary. If the Hospital must temporarily reduce staff for more than two (2) weeks (14 consecutive days), the Hospital may offer voluntary layoffs in the impacted units or shifts. Whether to offer voluntary layoffs and the number of voluntary layoff positions and length will be determined by the Hospital and awarded by seniority.

However, the above process may not be used for periods exceeding three (3) consecutive weeks or fifty (50) cumulative days within a contract year. Further temporary reductions within the contract year will be according to Sections 8 and 9 of this Article. A separate list shall be posted for registered nurse call offs. An up-to-date list of registered nurse call-offs will be maintained on the bulletin board outside the staffing office for review, and will include all bargaining unit nurses. This list shall provide: (1) the number of cumulative call off days within the contract year; and (2) the number of consecutive days in the call off.

If reduction of staff is required at the end of the twenty-one (21) days, fifty (50) cumulative days within a contract year, or utilization of the above provisions, personnel will be laid off according to Sections 8 and 9 of the Article.

Nothing in this Section precludes the Hospital from going to Section 8 at anytime deemed necessary.

Section 7. If a reduction in the nursing force not covered by Section 6 above becomes necessary, all probationary and overhire nurses will be laid off or terminated. If, thereafter,

a further reduction is required, lay offs will be made under the provisions set forth in Section 8 below.

Section 8. Lay offs shall be in the inverse order of seniority, provided that the remaining nurses shall be able to demonstrate within eighty (80) working hours on that unit the ability to perform work required satisfactorily and efficiently and provided, further, that the Hospital's staffing patterns and needs shall be fully met.

A memo shall be issued to announce a pending lay off and local ONA officers notified. A nurse affected by the lay off shall be reassigned based on seniority and qualification. Nurses affected by the lay off shall be given the opportunity to work available full or part-time positions. This procedure shall be initiated no less than one (1) week prior to the lay off by the Staffing Coordinator.

When all available positions, in lay off, have been filled according to seniority and qualification, the Staffing Coordinator will post on the Staffing board, the seniority list used, face sheets giving the names and status of all registered nurses assigned positions, including area assigned. Nurses changed from their positions will be notified of their new positions. The Chairperson of the Local Unit will be given a copy of the seniority list used for the lay off and a list of any changes in the affected nurse's status and/or hours. Nurses who have had their status or shift changed shall have two (2) days to notify the Staffing Coordinator if they desire to bump a junior nurse. If a senior nurse refuses an assigned position or refuses to bump, the nurse shall be laid off. Position changes, as a result of this bumping per seniority or refusals of positions will be posted on the Staffing board, as they occur. A copy of changes will also go to the ONA Chairperson. When the bumping process is completed, the ONA Chairperson and up to three (3) Local Unit officers shall meet with the Staffing Coordinator and go over lay off procedure. After this is completed, all nurses to be laid off will be notified.

Procedures to be used in Lay Off:

- A. Part-time nurses will not be required or allowed to increase their scheduled hours during a lay off, unless bumping to full-time. When a part-time nurse displaces a full-time nurse, the part-time nurse shall take the full-time nurse's hours, and the full-time nurse shall use her seniority for another position.
- B. A full-time nurse who displaces a part-time nurse shall take only the hours of that part-time nurse, except where ONA and the Hospital mutually agree.
- C. A nurse affected by the lay off shall be laid off if the nurse refuses the offered position, at which time the junior nurse would be retained.
- D. All present part-timers will keep their original scheduled time and all new part-time positions will be scheduled four (4) days a pay, unless mutually agreed to by both parties.
- E. A registered nurse may choose to displace a registered nurse with less seniority in any

unit, where the registered nurse has the skill and ability to perform full patient load work as other registered nurses after being in the position for eighty (80) hours of orientation. If the registered nurse is unable to perform the job after eighty (80) hours of orientation, such nurse shall be laid off and subject to recall only to her original area.

- F. In order for a senior nurse to displace a junior nurse in the areas of ICU/Tower 1, OR/RR, or Emergency Department, the nurse must have prior experience working in that unit within the last five (5) years and must have maintained the required competencies and certifications. A nurse who is unable to perform the work after eighty (80) hours of orientation shall be placed into a vacant position, if one is available, and shall have no further displacement rights under this provision.
- G. Where a nurse is to be laid off from an area that requires advanced knowledge and expertise, ICU/Tower 1, OR/RR, and Emergency Department, such nurse will not be laid off unless there is a nurse, with more seniority and who is available and qualified to work in these areas.
- H. If a full-time nurse is bumped to a part-time position, her benefits (i.e., hospitalization, vacation, and sick leave) will be frozen until she resumes her full-time position. Such nurse, however, shall not be eligible to claim her accrued sick leave benefits unless such nurse resumes full-time status within eighteen (18) calendar months from the date of her change to part-time status. Said nurse shall be able to take pre-earned vacation time up to the date of her status change.
- I. A sign-up sheet will be posted in the hall outside the Staffing Office. Part-time registered nurses who wish to work extra days will sign such sheets for days from Friday to Wednesday for extra days scheduled for the following workweek beginning on Sundays. Extra days will be assigned by seniority. Seniority shall be applied as defined in this Article. If no one signs up for a day(s), such day(s) shall be assigned by the Hospital.

In the event of a layoff or permanent closing of a unit, SCH shall notify the chair of the local union and ONA labor relations specialist at least one (1) month in advance of impending layoff or permanent closing of a unit. At the time of notification, the most recent seniority list to be used shall be issued and the number of positions affected by unit, status, shift and effective dates shall be submitted to the SCH chair.

Section 9. Recalls from lay off shall be in order of seniority, subject to the standards and procedures for lay offs, set forth in Sections 7 and 8. A nurse who has been moved to a different area as a result of a lay off, but who has not had her shift or status changed shall not be a "nurse affected by the lay off" as defined in Section 8 of this Article nor shall she have the rights granted to "affected nurse in this Section;" such nurse, however, shall be eligible on the basis of her seniority to return to the area in which she worked prior to the lay off if a position becomes available in such area. "Affected nurses" who have had their status and/or shift changed shall have the first choice, based on their seniority, of filling openings when a position becomes available. If a nurse rejects the opportunity to accept an open position, the refused position will be offered to the next RN on the seniority list who

was affected by the lay off. Should a position not be able to be filled by this method, an RN on lay off will be called for this position. If the position offered to the RN is not her original shift and status, she may refuse the position, provided however, such refusal may result in the loss of her eligibility for unemployment benefits. If, however, a position offered a nurse who was affected by the lay off and who is working, is on the same shift and in the same status that she held immediately prior to being affected by the lay off, and the nurse refuses such position, she shall be considered permanently reassigned to her current position. Provided, further, if a nurse who is on lay off and who is offered a position on the same shift and in the same status that she held immediately prior to being laid off and the nurse refuses such position, she shall be considered to have voluntarily terminated her employment. The preceding method of filling available positions will be used for six (6) calendar months after lay off begins. After six (6) calendar months, all nurses will be considered permanently reassigned and all positions will be filled by job postings. All nurses, including nurses on lay off, will have the right to bid on any posted position.

Section 10. Nurses being recalled to work after layoff shall be notified by the Hospital by certified mail sent to each nurse's last known address, and shall have five (5) days, exclusive of Saturdays, Sundays, and holidays, from the date of receipt to report to work. It shall be the responsibility of each nurse to keep the Hospital informed of her current, correct address and telephone number, if any.

Section 11. In seeking new or additional nurses, the Hospital shall first offer employment to those of its nurses who may be on lay off status within the seniority provisions of this Agreement and who are qualified for the vacancy in question.

Section 12. Nurses holding positions of .8 or .9 FTE will accrue seniority based on hours paid and volunteer days for purposes of job bidding, lay off, and scheduling. They will be considered full-time for all other purposes.

Section 13. Elimination of Position: A nurse reduced or displaced from her position, or whose job is eliminated, shall have the following options:

1. The nurse may choose to displace a registered nurse with less seniority in any unit, where the nurse has the skill and ability to perform full patient load work as other registered nurses after being in the position for eighty (80) hours of orientation. In order for a nurse to displace another nurse in the areas of ICU/Tower 1, OR/RR, or Emergency Department, the nurse must have prior experience working in that unit within the last five (5) years, and must have maintained the required competencies and certifications. A nurse who is unable to perform the work after eighty (80) hours of orientation shall be placed into a vacant position, if one is available, and shall have no further displacement rights under this provision.
2. Take a vacant position that remains unfilled through normal job bidding.
3. A nurse who has fifteen (15) years or more seniority may displace a less senior nurse in any unit provided she can perform the job in question after successfully

completing orientation into such new area within eighty (80) working hours. If she is unable to perform the job after completing the eighty (80) hour orientation, she may choose one of the other three (3) options of this Section.

4. The nurse may choose layoff.

Section 14. Closing of Units (created by the discontinuance of a service).

1. Nurses shall have the option of being reassigned to another unit which she is qualified for or to the pool without creating any scheduling changes in any unit or the pool.
2. Nurses shall work their same status and shift.
3. Nurses shall have up to one (1) year to retain her position and schedule.
4. For up to one (1) year, if nurse has taken another position during the closing of the unit, she can decide to go back to her previous status and shift or keep her new position if unit reopens.
5. The nurse may choose to displace another nurse, pursuant to the provisions of Section 13 of this Article.
- 6.. The nurse may choose layoff.

Section 15. Permanent Combining of Units (merged units).

In the case of combining or merging of units, the following procedure(s) will apply:

1. The nursing staff of the affected units shall be combined.
2. The Hospital shall determine number of nurses needed and positions by shift and status which shall comprise the new merged unit. The Hospital, however, shall preserve the 12-hour straight shifts (i.e., 7:00 a.m.-7:30 p.m. and 7:00 p.m.-7:30 a.m.), both full-time and part-time, as provided in Article XVII, Section 13, and, to the extent operations allow, eight (8) and twelve (12) hour shifts will be preserved when combining units.

To preserve any such shift, the Hospital may schedule the shift in another department. The affected nurse will have first preference to claim the transferred shift, and shall be provided full orientation to the position upon request; or the nurse may choose to exercise her displacement rights set out in Section 13 above, and the position will remain open in that department and be filled through the bidding procedure provided in Article XXII.

3. Jobs shall be filled on the basis of skill, ability, performance, experience and seniority. If the skill, ability, performance and experience of two or more nurses are relatively equal with two or more nurses, seniority shall control.

4. Nurses who do not remain on the merged unit will have the displacement rights set out in Section 13 above.
5. The nurse may choose layoff.

ARTICLE XIV

Bereavement Leave

Section 1. Upon completing three (3) months of continuous service, a full-time 8-hour nurse will be granted up to four (4) days (up to a maximum of thirty-two (32) hours) and a full-time 12-hour nurse (including, but not limited to those nurses working a combination of 12-hour and 8-hour shifts) will be granted up to three (3) days (up to a maximum of thirty-six (36) hours) of straight time pay for time off within the month following the death of: spouse or domestic partner; child; step-child or child of a domestic partner; mother; father; sister; brother; mother-in-law or mother of a domestic partner; father-in-law or father of a domestic partner, grandparents, grandchildren, step-parent, and foster-parents. Upon completing three (3) months of continuous service, a part-time nurse will be granted up to one (1) day (up to a maximum of twelve (12) hours) of straight time pay for time off within the month following the death of a spouse or domestic partner, child, mother, or father. Any other part-time bereavement leave shall be provided in accordance with the work rules and is unpaid. Bereavement compensation will be granted from normal working days scheduled during this time and excludes this pay for regular scheduled days off, during vacation and leave of absence. For the death of a nurse's step father-in-law, step mother-in-law, brother-in-law or sister-in-law, the nurse may use up to three (3) days of PTO, or take three (3) days of unpaid time off. If the service for the death is not scheduled to occur within the month following the death, the nurse may retain all or a portion of her bereavement leave to use at the time of the service on consecutive days including the day of the service, provided that the nurse gives her Department Head notice of the service within the month following the death.

The nurse must notify her Department Head or designee, immediately upon such death and request the days off, giving names, relationship, city and state of the deceased.

Five additional non-paid post funeral days will be granted if requested by the nurse, and replacements provided by Staffing.

Additional non-paid leave may be granted by the Department Head.

For purposes of this Article, a "domestic partner" shall be defined as a nurse and another individual who:

1. Share a regular and permanent residence; and,
2. Have a committed personal relationship for at least one (1) year; and,
3. Can demonstrate financial interdependence; and,

4. Are not related by blood, not legally married, nor in a domestic partnership with anyone else.

Any nurse who has a domestic partner and wishes to utilize bereavement leave with respect to a domestic partner, as provided for in this Article, must have, prior to the death for which bereavement leave is requested, registered the domestic partnership with Human Resources by completing the Hospital's Domestic Partnership Certification form.

Section 2. The method of calculation of funeral leave pay shall be the eligible hours times the rate a nurse works on her regularly scheduled shift. Nurses working the 3-11 and 11-7 shift shall receive their shift differential.

Section 3. Should the death of an immediate family member occur during a nurse's vacation period, time off as provided in Section 1 of this Article will be considered as funeral leave, and the nurse shall receive vacation pay or additional vacation time off at her option.

ARTICLE XV

Committees

Section 1. An Advisory Committee will be established with the following membership:

3 selected by Nursing Administration

3 RN's (and 1 alternate) selected by the Bargaining Unit

Meetings will be held monthly, or more frequently, as determined by the chairperson and/or committee.

The chairperson will be a member of Nursing Management Staff designated by the Hospital and R.N. members will serve according to the rules established by the committee.

Subjects to be discussed will be centered around the care administered by the nurses covered by this Agreement. This will include, but not be limited to, the quality of care, procedures performed, responsibilities of the professional documentation of care and educational needs of the nurse.

The Nursing Advisory Committee will review the 24-hour patient care delivery system, scheduling, and staffing.

The Committee will not concern itself, directly or indirectly, with any matter which is subject to the Grievance Procedure of this Agreement, nor any item covered under the management rights as listed in Article II of this Agreement.

The attendance of the staff nurses selected by the Bargaining Unit at Advisory Committee meetings shall be paid at their straight time rate (less differentials) for time spent in attendance at such meetings.

Minutes of Committee meetings shall be kept by a member designated by the Committee Chairperson and shall reflect all matters discussed and the status of all pending matters at the close of the meeting. A copy of the minutes shall be provided to the Chairperson of ONA.

Section 2. Labor Management Committee. The Labor Management Committee will evaluate patient care delivery, recruitment and retention of patient care providers, and Charge Nurse responsibilities and behaviors.

The Labor Management Committee shall meet monthly and the agenda for each meeting shall be established ahead of time by the Hospital and ONA Chairperson. Any unresolved issues may be referred from the Nursing Advisory or the Staffing Committee for discussion by the Labor Management Committee. Any Step 3 grievances shall be heard prior to the start of the Labor Management Committee meeting.

The Labor Management Committee shall consist of five (5) representatives from both the Hospital and ONA, unless mutually agreed upon, and subject to staffing requirements. ONA representatives shall include the SRNA Chairperson and Vice Chairperson, the ONA Labor Representative, and two (2) other designated bargaining unit members as determined by the SRNA Chairperson.

Section 3. Staffing Committee.

The Hospital will establish a Staffing Committee that will meet monthly to plan and to develop recommended staff schedules which will take into account considerations and initiatives, including but not limited to, the following:

- A. Classifications and patient acuity standards.
- B. The level of preparation and experience of those providing the patient care.
- C. Address needs for ongoing assessments by the nursing supervisors and unit directors of unit functions and staff.
- D. A unit specific staffing survey shall be developed by the Staffing Committee for obtaining input from nurses in all inpatient care units who provide direct patient care concerning what should be included in the staffing plan recommendations. The unit specific staffing survey shall be done as determined by the committee, up to a maximum of once per calendar year.
- E. Review annually (and modify if necessary) the recommendations for staffing plans based on staffing and scheduling objectives, and considering and reflecting current and evidence-based practices affecting patient care outcomes.
- F. The Staffing Plan shall be provided in writing to the nursing staff annually by posting it on each unit's bulletin board in a designated area in the month

of January for review, comment, and recommendations.

- G. Any unresolved issues should be referred to the Labor Management Committee.
- H. The Hospital shall establish care nurses in each unit per day and per shift. The Hospital will attempt to provide continuity of care by maintaining as far as practicable consistent, consecutive scheduled days on each unit.
- I. ONA and the Hospital will include discussion regarding Outpatient (e.g. Surgery, Endo, Wound, Etc.) staffing bi-annually, or more if needed. When such discussions are to take place, an appropriate ONA representative of that unit shall be provided relief time to attend.

Members of the staffing committee will include at a minimum the Vice President of Human Resources, a Nursing executive, the Chairperson and Vice Chairperson of SRNA, Unit Directors, Nursing Supervisors, Nurses-Direct Caregivers representing all service areas and shifts, Staffing Office Manager, CQI-Nursing Coordinator, and CNS-Critical Care.

ARTICLE XVI

Miscellaneous Provisions

Section 1. Jury Duty. Nurses required to serve on jury duty on any regularly scheduled work day, shall be excused for the days on which they serve and shall receive eight (8) hours pay at their regular rate of pay less any jury fees received.

Any nurse scheduled to work a night shift shall be excused from either the shift preceding or subsequent to jury duty service.

Satisfactory evidence that the nurse did serve and the amount of pay received, if any, must be presented to the Hospital.

A part-time nurse required to serve on jury duty shall not receive pay for days not regularly scheduled to work.

Time spent on jury duty shall count as time worked for all economic benefits under this Agreement.

A nurse who is subpoenaed to attend a court proceeding shall be granted an excused absence and may be required to show proof of attendance. This provision will not apply to any legal proceedings in which the nurse volunteers to testify or is either a plaintiff or a defendant.

Section 2. Tuition. The Hospital will reimburse any nurse who has completed 2080 hours of service and who is regularly scheduled to work a minimum of two (2) shifts per week for one hundred per cent (100%) of the costs of tuition and general fees incurred in connection with the taking of formal classroom courses at an accredited state supported educational

institution up to a per contract year maximum of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) per full-time nurse or Seven Hundred Dollars (\$700.00) per part-time nurse subject to the following conditions:

- A. The course must relate to the nurse's present duties or to the assumption of new or additional duties, which relate to patient services provided by the Hospital, as determined by the Hospital.
- B. The nurse must obtain the written approval of the Department Head prior to making any financial commitment to the educational institution, with approval based upon the criteria set forth in (A) above.
- C. The nurse must successfully complete the course and present to the Hospital the official transcript of the educational institution evidencing successful passage of the course, and a statement of the tuition fees paid. A grade of "C" (or equivalent, as determined by the Educational Institution) or better shall constitute "satisfactory completion" within the provisions of this Section.
- D. The nurse must continue to work a minimum of two (2) shifts per week for the Hospital throughout the quarter or semester for which tuition fees are to be reimbursed.
- E. Courses must be taken outside scheduled working hours.

Nurses who are eligible for financial educational assistance shall be eligible to participate in tuition reimbursement programs established in this Article subject to the following conditions:

- a. Hospital financial resources are available to permit such reimbursement.
- b. Third party payors will reimburse the Hospital for a portion or all of such tuition reimbursement; and
- c. Public financial educational assistance (with the exception of federal student loans) is not available to the full-time nurse for such tuition.

Section 3. ONA Bulletin Board. The Hospital will provide ONA with a bulletin board and visible designated space on each Unit's bulletin board. Acceptable material for posting shall concern 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 notice or material not posted in compliance with this notice. ONA mail will be placed in the chairperson's mailbox.

Section 4. Special Request Days. Special request days ("SRD") of twenty-one calendar days or less, approved by the Department Head or Nurse Manager, will not affect a nurse's

anniversary date. A Nurse Manager or the Department Head may grant to any nurse in good standing, up to and including twenty-one (21) SRDs in a calendar year without pay for just reason in accordance with the policies and procedures established by the Hospital. A nurse may use PTO time to be compensated for SRDs, but shall not be required to do so.

Anniversary date, review dates, vacation and sick time accruals will not be affected by the SRDs granted.

Special Request Days are unpaid and may be allowed by the Hospital up to a maximum of 21 per year per nurse. Special Request Days ("SRD") cannot create overtime or a bonus situation. Requests for SRD are initiated after the schedule has been posted and may be requested for any reason. If the nurse requesting the SRD has also specified a replacement, the Hospital will approve or deny the SRD, with explanation, no later than 72 hours prior to the day requested.

Section 5. Replacement of Personal Effects. The Hospital will replace at its cost uniforms, uniform items, all prosthetic devices, shoes, wrist watches, glasses, wedding bands, dentures, and stethoscopes of reasonable cost that have been damaged beyond repair by a patient in the course of employment.

Section 6. ONA Representation. Representatives of ONA may enter the Hospital for the purposes of meeting with Hospital representatives under the Grievance Procedure provided herein and for scheduled meetings with representatives of the Hospital on other matters with permission of the Hospital President/CEO or his designee. Such representative shall be subject to the 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 nurse or the operations of the Hospital.

Section 7. Continuing Education Reimbursement. The Hospital shall pay a full-time nurse who has been employed continuously for one (1) year as a full-time nurse, up to 16 hours' pay for Continuing Education ("CE") during a contract year at the nurse's regular rate for attendance at seminars. Part-time nurses who have been employed continuously for one (1) year as a part-time nurse, shall be paid up to 8 hours of pay for CE during a contract year at the nurse's regular rate for attendance at seminars. CE for full-time and part-time nurses shall be subject to the following:

1. Eight hours must be used for CE specific to the nurses' practice at the hospital;
2. The seminar is approved by the Hospital as being of benefit to the Hospital and to the development of the nurses involved;
3. The number of nurses, if any, who are authorized to attend any such seminar will be determined by the Hospital and will be contingent upon the needs of patient care at the time, as determined by the Hospital;
4. The nurse completes the proper request forms and submits them, plus a copy of the program objectives and outline to their immediate supervisor for approval at

least two (2) weeks in advance of the registration deadline, with the nurse and the Hospital using their best efforts to make timely notification or approval, as the case may be; and

5. Upon completion of the approved program, the nurse must present to the Hospital a copy of the certificate awarded and/or evidence of the registration fee paid. The Hospital will initiate the procedure for payment of wages and/or seminar fee as described below;
6. The nurse submits to the Hospital any written or graphic information received at the CE program and, for eight (8) of the CE hours, presents written information on a form provided by the Hospital or participates in an oral presentation of the material. Such activity will be compensated at the nurse's regular rate of pay.
7. CE hours may be used in increments of one or more hours, and may be used, provided the above requirements are met, with respect to home or on-line study; pay for such hours shall be based on the actual number of CE hours completed by the nurse and approved by the sponsor, provided that acceptable documentation is submitted to the hospital.
8. In authorizing and approving requests for CE attendance, the Hospital will attempt to alternate or otherwise rotate opportunities for popular seminars or programs. The Hospital will provide at least one (1) CE on the legal requirement (Category A) within each two (2) year registered nurse renewal period.
9. Part-time nurses may receive up to sixteen (16) hours of CNE leave per year, eight (8) of which are paid and eight (8) of which are unpaid.

The Hospital will reimburse any nurse, who has completed 2080 hours of service and who is regularly scheduled to work a minimum of two (2) shifts per week, up to a maximum of Four Hundred Dollars (\$400.00) per employee per contract year for fees for approved seminars, including home study, as outlined above, and for fees associated with obtaining or maintaining a Certification in a nursing specialty recognized by a national nursing professional association. Should the Hospital require a nurse to obtain a certification, the Hospital will reimburse the nurse for one hundred percent (100%) of the associated fees.

The Hospital will provide certain CE programs for the RN to maintain the RN license. Such programs will be offered at a 50% discount to bargaining unit nurses.

The Hospital will use its best efforts to expand the types of CE programs offered and to offer CE programs at times that allow increased opportunities for nurses to attend.

Section 8. Civic Service. Any nurse who testifies in any legal proceeding to which the Hospital is a party, or to which she is called to testify as a result of her employment at the Hospital, will be released from her shift on that day, including the 11-7 shift prior to the day she is called to testify, and be paid the rate of pay she otherwise would have earned if she were working at the Hospital during the hours of her testimony, provided, however, the nurse

and Hospital shall seek to have the party or its representative calling the nurse to testify to reimburse the Hospital for all monies paid by the Hospital to the nurse pursuant to this Section.

Section 9. Medical Treatment/Testing. Any nurse contracting any communicable disease or having reasonable cause to believe she has contracted such a disease, during the course of her employment at the Hospital, shall file an incident report. If the Hospital discovers or has reasonable cause to believe that a nurse has been exposed to a communicable disease, the Hospital shall file an incident report, and shall determine, what if any tests or treatment, are to be given. The Hospital shall provide this treatment or test at no cost to the extent that the employee's private insurance carrier or Workers' Compensation does not cover such expense.

Section 10. Nurse Lounge. A Registered Nurse's lounge with couch and lounge chairs will be provided by the Hospital for nurses, with an in-house phone. The Hospital will also provide the ONA with on-premises space available for file cabinet and bookshelf. ONA will have access to this room for meeting purposes subject to the rules and regulations of the Hospital. The nurse lounge will be added to a list of projects to be undertaken during future Hospital construction. In the interim, the Hospital will work with the ONA to facilitate scheduling of its existing facilities for use for official ONA business. A nurse who is on-call may request through her nursing supervisor, a sleeping room. Such a request shall be considered subject to the patient care and the operational needs of the Hospital and patient room availability.

Section 11. Separability. In the event any provision of this Agreement is held to be in conflict with or in violation of any state or federal statute, rule, or decision or any valid administrative rule or regulations, such statute, rule, or decision shall govern or prevail, but all other provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein appearing to the contrary notwithstanding.

Section 12. Negotiating Committee. Members of the negotiating committee shall be excused from duty each day of negotiations, including those nurses working the 2300 to 0730 shift the day prior to each negotiating session. Time spent in negotiations shall count as time worked for purposes of benefits, wages, and seniority.

Section 13. Release Time for Local Unit Leaders and Leadership Leave. The President of the ONA Local Unit, or her designee, will be released for up to eight (8) hours from her assigned duties on the days the Labor-Management meetings are held in order to attend new nurse orientation, to facilitate the new nurse mentorship program, and to attend other mutually-beneficial functions. In the event that the President of the Local Unit, or her designee, is not attending mutually-beneficial functions, she will report to her Unit Director for assignment.

The Hospital shall make available each contract year up to seven (7) unpaid days off to the President of the ONA Local Unit, or her designee, to attend ONA or ANA meetings or workshops or other like functions. Such days shall be submitted for approval to the Director

of Nursing not less than forty five (45) days prior to the date they wish to be taken unless otherwise waived by the Hospital. Such approval will not be unreasonably withheld.

Section 14. Cross-Training. Cross-training is defined as when a nurse requests to be oriented to a department that is not her current bid position. The Hospital will periodically post sign-up sheets on which nurses may indicate their interest in particular cross-training opportunities as they arise.

If a nurse is interested in cross-training, she shall meet with the Unit Director to discuss the job qualifications, requirements, and projected length of orientation. Upon mutual agreement, the nurse shall sign a two (2) year Letter of Commitment/RN Cross Training Agreement. The nurse, however, has the right to rescind her two (2) year commitment within forty (40) working hours of signing the Letter of Commitment/RN Cross Training Agreement. Once cross-trained, it is the nurse's responsibility to maintain all competencies during the two (2) year commitment period. The Unit Director, however, is required to schedule the nurse in her cross-trained area at least once every three (3) months, in order to maintain competencies and to meet unit needs. The nurse may request more scheduled time in that department to maintain her skills. Any nurse who has current cross-training experience, outside the nurse's current bid position, in the departments of Outpatient Services, Emergency Department, Intensive Care Unit, Endoscopy, Ambulatory, Surgery, Oncology, Relief Coordinator, or PACU, shall be provided the opportunity, but is under no obligation, to sign a two (2) year Letter of Commitment/RN Cross Training Agreement.

Relief Coordinators may attend Coordinator meetings as long as staffing levels permit the Relief Coordinators to be off the unit.

Nurses who have previously held another bid position(s) in the departments of Outpatient Services, Emergency Department, Intensive Care Unit, and Perioperative Services, may be pulled for a shift to a previously held position when required by operational needs, for up to six (6) months from her first day working in her newly held position. If a nurse is pulled away from her new unit while on orientation, her orientation will be extended accordingly. After six (6) months, a nurse may not be utilized in her previous specialty department or be required to maintain her previous unit's competencies, unless she has signed a Letter of Commitment/RN Cross Training Agreement. A nurse who signs a Letter of Commitment/RN Cross Training Agreement acknowledges her agreement to be pulled to her former specialty unit departments.

Section 15. At least one (1) bargaining unit nurse shall be a member of the Environment of Care Committee and any task force or analogous committee concerning safety issues or violence in the workplace established at the Hospital. The Hospital shall notify ONA within a reasonable time of any such committees in which a bargaining unit representative shall take part as a result of this section. As a member of such committees, the bargaining unit representative may assist in establishing any written policies that develop during such committees and she may also recommend any relevant policies, procedures, or concerns dealing with any issues addressed by such committees. The ONA committee member may

provide the ONA with a copy of all minutes, surveys (including tabulated results), and documentation received at the committee meetings.

Section 16. Unit Meetings. Unit meetings shall be posted at least thirty (30) days in advance and shall be offered at times mutually agreed upon by the unit director and staff. In the event a nurse is unable to attend the meeting and is excused by the Unit Director, a copy of the meeting minutes will be reviewed and signed by the nurse. Each nurse must attend six (6) unit meetings per calendar year. For newly hired nurses and nurses on leave for any portion of the calendar year, required unit meeting attendance shall be prorated. For other unit meetings the nurse may review the minutes of the meeting and must sign the minutes. A nurse's signature to the minutes indicates that the nurse has read the minutes, understands them, has the opportunity to ask any questions concerning their meaning or applicability and will be accountable for compliance with them.

Unit meetings shall be offered over at least two (2) calendar days per month with times offered in consideration of the nurses' shifts. The Unit Director may combine units for meetings. For any calendar month in which a unit meeting is not held, nurses will be given credit for one (1) unit meeting against their annual requirement.

An agenda shall be provided by the Unit Director at least seventy-two (72) hours in advance of each Unit Meeting. Each Unit shall have a Unit Meeting Minutes notebook.

Section 17. Mandatory (Required) Class Attendance.

PURPOSE:

To provide hospital-based classes to facilitate meeting mandatory educational requirements of nursing personnel.

PROCEDURE:

1. To assist nursing employees in meeting mandatory requirements for proficiency in the practice area, the Hospital will provide educational classes (ACLS, BLS, PALS, PEARS, Neonatal Resuscitation, etc.) at least on a bi-annual basis. ACLS will be provided quarterly. Educational classes may be provided electronically, such as, for example, "on-line" programs. All efforts will be made to alternate the scheduling of these classes between weekdays and weekends.
2. Nursing employees will be compensated for attending Hospital classes by having their registration fee paid, and receiving their hourly wage for actual class time, or if they so desire, they may elect to claim their educational day. Should time remain within a nurse's regularly scheduled shift at the conclusion of class time, the nurse shall report to the Unit Director for assignment, unless the assignment will exceed the nurse's regularly scheduled FTE. If a nurse attends classes outside the Hospital as provided in Section 4 below, this provision will not apply and the nurse will be paid only for actual class time.

3. All reasonable attempts to adjust staff coverage will be made to accommodate class attendance for employees.
4. Due to circumstances reflecting unavailability of Hospital classes, inability to be scheduled off for attendance to classes or any unanticipated situation beyond the control of the nursing employee, the employee may elect to attend classes outside the Hospital. Reimbursement to the employee will include:
 - registration fee for the course.
 - payment of the hourly wage for actual class time or, if the employee desires, may elect to claim their educational day, and
 - mileage (for mileage calculation) the Hospital is considered the departure point, and the site of the course as the destination point.
5. Nursing employees, whose positions do not require any required course(s) but desire to take the course(s), reimbursement for the courses(s) will be done based on approval from the Unit Director and Department Head.
6. Nurses who are required by their job descriptions to meet certain skill requirements in their areas of employment shall be given the following timeframes to successfully complete the necessary courses:
 - BLS must be completed within the first week of nursing orientation.
 - ACLS must be completed within six months of hire.
 - NRP must be completed within six months of hire.
 - EKG must be completed within six months of hire.
 - PALS must be completed within twelve months of hire.
 - PEARS must be completed within twelve months of hire.

Any nurse who does not pass any of the above applicable courses will be given the option to re-take the written examination or remediate and return and demonstrate any skill position within two weeks of completion of the course.

If the nurse does not successfully pass the second written examination or return demonstration, the nurse will be allowed to re-take the course without pay.

If the nurse fails the second class, Organizational Development in conjunction with nursing management will determine a course of action to be taken. At any point in this procedure, a nurse may receive one-on-one tutoring by any instructor in the above-

courses.

7. A nurse who fails to renew her license in a timely manner will be placed on a five day disciplinary suspension pending discharge. If the nurse renews her license within the five day period, the nurse will be returned to work after serving the unpaid suspension. If the nurse fails to renew her license within the five day period, the nurse will be terminated.

8. The Hospital will provide nurses as much notice as possible of all mandatory classes or training, but such notice shall be no less than thirty (30) calendar days prior to the day that the classes or training will be held. Notices will be given by email and the memo system. If make-up classes or training are necessary, nurses will be notified by e-mail, phone or text as much in advance as practicable. The Local Unit President will be copied on all notices of classes or training (including make-up classes or training) applicable to nurses.

Section 18. The following definition is meant to clarify the Hospital's policies with respect to "trade days". A "trade day" is an exchange of workdays with another nurse that does not result in an overtime situation. To be approved, the trade must be made with a nurse equally qualified to work the position for which the trade is sought. If a trade day is denied, the nurse may explore coverage by a different nurse. If the Unit Director or Nursing Staffing is given at least two weeks notice of the trade for which approval is requested, a response will be given at least one week prior to the date of the trade. The response will either approve the trade or will explain the reasons (other than "core staffing") if the trade is denied. Both the date of the request for the trade and the date of the response will be specified.

Section 19. Dress Code. Nurses will wear solid color "scrubs" and the same color jacket, or may wear a "scrub uniform" jacket and/or a top in a print. One specific print will be worn. A plain white top may be worn with any combination. Nurses may wear a solid white, solid navy, or solid black teeshirt with a solid colored scrub jacket in the assigned scrub color. Nurses are not permitted to wear any teeshirts without a scrub jacket. Nurses will also be given the option to wear clothing items with the Hospital logo that are approved and sold by the Hospital. No crewneck sweatshirts or hoodies are permitted, regardless of whether such clothing item has the Hospital logo. Print pants will not be worn. Nurses will be able to choose the color or a print selection which will be a conservative and professional style and color, and which must be uniform throughout the Hospital, but for the exceptions listed below.

Nurses assigned to Oncology may wear different prints for uniform top or jacket, while pants or skirt match the color chosen by all Hospital nurses.

Nurses assigned to Endoscopy and Perioperative Services will wear scrubs as designated and purchased by the Hospital. Any scrubs provided by the Hospital shall not be removed from the Hospital premises.

Selection of a new print and/or color will be no more frequent than once every two (2) years and at the discretion of the bargaining unit. Final approval of selections is reserved to the Hospital.

The Hospital agrees to discuss compliance with the dress code at Labor-Management meetings.

Section 20. ONA and its Local Unit Chair(s) shall be notified, in writing, with a copy of all new and revised Human resources policies and procedures relating to the bargaining unit prior to implementation.

Section 21. 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. At the end of her shift the nurse should complete an Assignment Despite Objection form and submit a copy to her supervisor, ONA Local Unit, and fax a copy to ONA. The supervisor will investigate such complaints. The results shall be reported to the Nursing Advisory Committee.

Section 22. Security Cameras. The purpose of security cameras in the Hospital is to promote and foster a safe environment for patients, visitors and associates by use of a video surveillance system.

Section 23. Coordinator Patient Assignments. In addition to the regular and customary duties of inpatient RN Coordinators and inpatient Relief Coordinators, they may exercise their professional discretion to voluntarily accept a limited patient assignment. Outpatient RN Coordinators and outpatient Relief Coordinators will accept patient assignments in accordance with their job descriptions and established policies.

ARTICLE XVII

Hours and Overtime

Section 1. All nurses will be allowed a period of thirty (30) minutes for lunch during a shift of work. Such lunch period will be without pay. The lunch period will be scheduled by Hospital supervision during the established Hospital meal times unless a nurse requests otherwise. If a nurse is unable to take her scheduled lunch period, the nurse must notify her immediate Supervisor, prior to the time of the scheduled lunch period. The Supervisor shall arrange lunch coverage. In the event a Supervisor cannot arrange coverage, the Supervisor shall approve the time worked. Pay for lunchtime worked will not be approved unless the Supervisor is notified in advance of the missed lunch unless the time worked is for an unusual medical circumstance. Compensation will be paid at the applicable rate of pay.

Section 2. Nurses who work two (2) complete consecutive eight (8) hour shifts shall be paid two (2) times their regular rate for the second eight (8) hour shift and shall be paid for a thirty (30) minute lunch period during the second shift. Nurses who work any combination of a consecutive ten (10) hour shift and six (6) additional hours, or consecutive twelve (12) hour shift and four (4) additional hours will be paid two (2) times their regular rate for the

six (6) additional hours or the four (4) additional hours respectively. For purposes of this Section, the Unit Director or Nursing Supervisor, under extenuating circumstances, may approve a break of no longer than one (1) hour between shifts or additional hours. In such case, the shift or hours will be considered “consecutive” so long as there is no more than a one (1) hour break between the end of one shift (or additional hours) and the beginning of the second shift (or additional hours). Any permitted break between shifts (or additional hours) will be unpaid.

For purposes of this Section the Hospital will use a “24 Hour Clock” which will begin when the nurse first clocks in and will continue for twenty four (24) consecutive hours.

Section 3. Nurses who are asked to come in to work when they were not scheduled shall be paid for four (4) hours of work even if the hours worked are less than four (4). If the nurse works more than four (4) hours, but she works less than eight (8) hours, she will be paid for eight (8) hours of work. Notwithstanding the foregoing, if the nurse places limitations on her availability as to time or assignment, the nurse will be paid for the actual hours worked. When a nurse is scheduled to work and her procedures have been canceled, but she was not notified prior to reporting for duty, she will be offered work that the nurse is qualified to perform for those hours she was originally scheduled unless the nurse and Hospital mutually agree to a different schedule or unless the nurse declines the offered work.

A flexible scheduled nurse that is asked to come into work for a ten (10) hour shift when she was not scheduled, shall be guaranteed five (5) hours of paid time, except that if the nurse places limitations on her availability as to time or assignment, the nurse shall instead be paid for the hours actually worked.

A flexible scheduled nurse that is asked to come into work for a twelve (12) hour shift when she was not scheduled, shall be guaranteed six (6) hours of paid time, except that if the nurse places limitations on her availability as to time or assignment, the nurse shall instead be paid for the hours actually worked.

Section 4. The Hospital shall post the nurse schedule six weeks in advance. Additional hours available to part-time nurses will be posted. This section does not apply to units preparing their own schedules.

Section 5. Full-time nurses who do not work a regular Monday through Friday schedule shall not be scheduled to be on-call on their scheduled days off and their scheduled weekends off, unless otherwise agreed to by a nurse and the Hospital.

Section 6. Holiday on-call hours shall be rotated.

Section 7. When the Hospital places a nurse on-call, such nurse shall only be assigned to a specific unit or area and shall not be called-in to work a different unit or area unless otherwise agreed to by the Hospital and the nurse.

Section 8. On call time may not be scheduled during any nurse’s approved vacation time, scheduled days off, or scheduled holidays off, unless otherwise agreed to by the nurse.

Section 9. Per diem nurses also shall take on-call one shift per month for every three (3) shifts worked per month in any department where on-call is utilized.

Section 10. Nursing staff shall be allowed to trade their on-call time with another qualified staff nurse. When trading on-call time, the scheduled nurse shall notify the Unit Director of the name of the nurse who will take her call in advance of her scheduled on-call shift. The Hospital agrees not to change any current practices relating to on-call scheduling without prior notice to and discussion with ONA. The Hospital will continue to attempt to give nurses working late through the night the next shift off or the nurse will be the first to go home early.

Section 11. An on-call staff nurse shall not be scheduled in place of a staff nurse to meet staffing needs, unless all other in-house avenues have been exhausted.

Section 12. Nurses will generally be responsible to work 26 weekends on a rolling twelve (12) month basis, less any approved weekend PTO time. Emergency PTO will not be considered approved weekend PTO time for the purpose of this section. A nurse may call off up to two (2) weekend shifts in a rolling twelve (12) month period without the requirement of a weekend makeup. For any other call-offs of a weekend shift, the nurse will be required to make up a weekend shift within two (2) months after the call-off. The makeup shift will generally be the same shift which was missed, except another shift may be scheduled by mutual agreement. Overtime will be avoided during the makeup week. A nurse may choose when the two excused weekend call-off shifts may be used. Weekend shifts missed while a nurse is on an approved leave of absence need not be made up. A weekend is considered to be two (2) consecutive days off work as noted on the nurse's schedule.

Nurses shall have at least every other weekend off (except flexible schedule nurses may have less than a weekend schedule of every other weekend) provided, however, nothing in this Agreement shall prevent any nurse from working a different weekend schedule.

Section 13. The Hospital shall maintain the current twelve (12) full-time and three (3) part-time 7:00 a.m. to 3:30 p.m. day shift positions until they become vacant. Upon any of these positions becoming vacant, the Hospital shall have the option to post and fill the vacancy as a .9 FTE (i.e., straight 12-hour shifts) or 1.0 FTE (i.e., 4/8/12-hour shifts) beginning no earlier than 6:00 a.m. and ending no later than 7:30 p.m.

Section 14. The Hospital will preserve the 18 current 0.8 FTE and 6 current 0.9 FTE positions. Any vacancies in such positions shall be filled using the bidding process. The staffing office and management will explore creative ideas to update current staffing trends by opening more available straight shift positions instead of variable hours and to establish set part-time positions of .2, .4, and .6. When vacancies occur in current straight shift positions (e.g. 7-3, 3-11, 11-7), they will be posted as straight shift positions whenever possible.

Any part-time positions that are fixed as of April 21, 2017 will be maintained with a set FTE. In addition, at least one (1) part-time position with a set FTE (which may be variable shift)

will be posted in the following areas as positions become vacated: Emergency Department, Perioperative Services, Endoscopy/Out Patient/Oncology, and Tower 2.

Section 15. A nurse will not be scheduled to work more than five (5) consecutive shifts, or more than three (3) consecutive twelve (12) hour shifts without her permission. (Refer to October 17, 2018 Memorandum of Understanding Regarding Creating .9 FTE Straight 12-Hour Positions).

Section 16. Plan Sheets will be implemented in areas, where they are not currently used, if a majority of nurses assigned to these areas elect to use this tool to document their scheduling requests. Full-time and part-time nurses will initially sign up on the Plan Sheet. A tentative schedule will then be posted on each unit for PDNs to sign up for remaining open shifts available.

The plan sheet system will be current and reflect approved time off such as vacations, holidays, trade days, or leaves of absence.

Unit-based scheduling is encouraged.

Section 17. A nurse who holds a .4 - .8, .8, .9, or .8 - 1.0 FTE position, may communicate to the nurse's Unit Manager or Staffing Office, a request to be scheduled more hours than the minimum hours allocated to the position. Available hours over the scheduled FTE position(s) will be distributed equitably among nurses who requested additional hours.

A nurse, who cannot be scheduled additional hours within her unit, may choose to be scheduled for available work on other units, provided the nurse holds competencies for such other units.

Section 18. There shall be up to five (5) rolling positions at any one time available to full-time nurses or part-time nurses flexed up to full-time hours for class day programs. There shall be no more than two (2) such class day positions on any unit. Only one (1) class day position shall be awarded for the same weekday per any one unit per shift. Such positions will allow participating nurses one (1) unpaid day off per week to attend classes. Any nurse currently using this benefit would be required to work her scheduled FTE during breaks in the school schedule longer than 14 days. The nurse will be required to provide the Hospital with confirmation of enrollment prior to the start of classes by showing a school schedule or other documentation evidencing class dates. The nurse will be further required to provide the Hospital confirmation of continued enrollment by showing documentation evidencing ongoing attendance.

Class day opening shall be awarded based on seniority. As they become available, openings shall be posted in Human Resources and given to the ONA Chair or designee to be posted on the ONA Bulletin Board.

This section applies only to classes in pursuit of a BSN or MSN degree and will be subject to the procedures governing intermittent educational leave (Article IX, Section 1). Other nursing classes may be taken with prior approval of the Hospital.

Section 19. A nurse who agrees to work an extra shift that results in her regular shift being paid at overtime will not be called off due to the overtime payment. If staffing requirements are less than what is scheduled, the nurse will be given the option not to work. If the nurse wants to work her scheduled shift, she may do so.

Section 20. Because nurses holding .8, and .9, as well as 1.0 Full Time Equivalent positions are eligible for full-time benefits, in order to remain eligible for full-time benefits, nurses must regularly work or claim Paid Time Off (“PTO”) equaling the number of hours for their FTE position per pay period. For example, a nurse holding a .9 FTE position must regularly have a combination of actual hours worked and PTO time equivalent to seventy-two (72) hours per pay period. Nurses holding “shift varies” positions in which schedules vary from .8 to 1.0 Full Time Equivalent must regularly work or claim P.T.O. equaling at least sixty-four (64) hours per pay period. However, “volunteer days” taken as provided in Article XIII, Section 6, and Special Request Days (SRDs) granted by the Hospital, as well as any time for which pay is otherwise received for time not worked and any time not worked for which the Hospital does not provide an opportunity to work, will be counted toward the nurse’s hours per pay period requirement without use of PTO time. To be clear, the following occasions will be counted toward the nurse’s hours per pay period requirement without the use of PTO. If a unit is closed and the nurse is placed “on call”; in the event a nurse is excused (“sent home early”) by the Hospital; absences caused by a trade in scheduling at the request of the Staffing Office; mandatory education time; ONA leadership days; and remaining Family and Medical Leave after exhaustion of PTO and sick leave (unless the nurse has elected not to use PTO for Family and Medical Leave, with the exception of Article 9, Section 3). The Hospital will give advance notice to any nurse who is required to use P.T.O. time to reach the nurse’s hours per pay period requirement.

Section 21. Any change in hours of operation in any department or unit with bargaining unit nurses will be discussed with the ONA prior to implementation.

Section 22. Flex Positions. The Hospital will use part-time flex positions to maintain staffing requirements in cases of leaves of absence, vacations and Paid Time Off. If a part-time flex position is consistently scheduled up to a .8 to 1.0 FTE over a six (6) month period, it will be discussed at Staffing Committee meetings and evaluated for necessary adjustments (To begin April 21, 2008).

Section 23. Allotting of overtime:

In the event that the Hospital determines overtime is necessary the following procedure will be used.

Four (4) week schedules shall be posted at least fourteen (14) days prior to implementation of the schedule.

After scheduling regular nurses unassigned hours will be posted on each unit for seven (7) calendar days. For this initial seven (7) calendar period, all regular staff nurses will be allowed to sign up for any open shift. The open shifts shall be awarded on the following priorities:

1. Any nurse in straight-time qualified to work that unit.
2. Any nurse in time and one-half qualified to work that unit.
3. Nurses working double overtime qualified to work that unit.

In the event that more than one staff nurse signs up for an open shift the open shift will be awarded within each category based on, first, staff nurse availability to cover the open shift in its entirety; and, second, seniority and qualification for the open shift.

For the nurses who sign up for the unassigned hours within the initial seven (7) day period, seniority will be honored on a rotational basis per schedule period within each category if more than one nurse signs up for a particular slot. Nurses will be responsible for notifying Unit Directors of any discrepancies in the seniority rotation prior to expiration of this seven (7) day period.

Upon the completion of this process, and in the event there are still remaining open shifts, the shifts will be offered on a first-come/first-serve basis through the Staffing Office based on the above priorities to those nurses who have signed up on the Staffing Office “availability book.”

The Hospital may cancel, at any time, overtime which would result in an extra shift to the staff nurse.

ICU, Tower 1, Tower 2 and Tower 3 nurses may indicate their availability for a particular time slot during the initial seven (7) day sign-up period on a Universal Sign-up Sheet. Nurses will not displace regularly scheduled nurses.

Nurses from all other Hospital units may indicate their availability for a particular time slot during the initial seven (7) day sign up period within their units. These nurses may indicate that they do not wish to be used on any other unit or shift and will not displace regularly scheduled nurses. These nurses may indicate on the sign-up sheet their willingness to float.

Section 24. Nursing staff in non medical/surgical areas will be asked to stay, on a voluntary basis, to assist other units instead of going home early.

ARTICLE XVIII

Discipline

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

Section 2. Nurses will be offered the opportunity to have ONA representation when disciplinary action is taken. ONA representation shall consist of a Local Unit officer, unit representative or Grievance Committee member of the nurse's choice. No nurse or group of nurses shall be refused ONA representation when the purpose of the meeting is for

disciplinary reasons. During the course of a meeting with management, if the topic turns to discipline, the nurse or nurses involved may require that the discussion cease until obtaining appropriate ONA representation.

A nurse who is to be disciplined shall be given a copy of the Employee Disciplinary Form at the time such action is taken against her. Should the Hospital require the nurse to sign the Employee Disciplinary Form, such signature shall only acknowledge receipt thereof with the understanding that the nurse's signature does not indicate concurrence with the contents thereof.

Section 3.

- A. The Hospital shall verbally notify the ONA Local Unit chair when any disciplinary action of a written warning or greater is taken against a nurse. Notice is to be given within forty-eight (48) hours after the action is taken. In addition, the Hospital shall provide a copy of the Employee Disciplinary Form to the ONA Local Unit chair, or her designee.
- B. The Hospital shall verbally notify ONA and its Local Unit chair, or her designee, within twenty-four (24) hours of the suspension of a nurse. In addition, the Hospital shall provide a copy of the Employee Disciplinary Form to ONA and its Local Unit chair, or her designee. For a three-day (3) suspension, maximum hours will equal twenty-four (24) and for a five-day (5) suspension, the maximum shall equal forty (40) hours.
- C. The Hospital shall verbally notify ONA and its Local Unit chair, or her designee, within twenty-four (24) hours of the discharge of any nurse. In addition, the Hospital shall provide a copy of the Employee Disciplinary Form to ONA and its Local Unit chair, or her designee.

Section 4. Disciplinary action shall be taken according to the seriousness of the offense and type of rule or regulations broken. The Hospital and the ONA agree that the basic purpose of discipline is corrective and not punitive. The Hospital shall have ten (10) days, excluding weekends and holidays, from its knowledge of the event giving rise to discipline to act upon it. If the nurse is on any type of leave for any portion of the ten (10) day disciplinary period, then the ten (10) day disciplinary period shall be tolled until the nurse returns from leave.

The Hospital recognizes the right of a nurse to appeal disciplinary action taken against her through the grievance procedure provided for in this Agreement.

Grievances involving discharges, suspension, or other similar disciplinary actions shall be filed at Step 2 of the Grievance Procedure in this Agreement.

Section 5. No disciplinary action for more than twelve (12) consecutive calendar months shall be applied towards future disciplinary action.

ARTICLE XIX

Employment

Section 1. There shall be no discrimination either by the Hospital or ONA against any nurse or applicant for employment in any matter relating to race, color, age, sex, religion, physical impairment, national origin, marital status, status as a veteran or disabled veteran, or on account of membership or non-membership in, or activity on behalf of ONA, except as limited by Article 3 of this Agreement. Likewise, there shall be no discrimination against any nurse in any manner pertaining to employment, advancement, or any benefit therefrom. Whenever the feminine gender is used in this Agreement, it shall also include the masculine gender, and vice versa.

ARTICLE XX

Flexible, Varied, and 12-Hour Agreement

Section 1. The Hospital may establish flexible schedules of twelve (12) hour or ten (10) hour shifts as vacancies occur. Such shifts shall be in addition to the straight eight (8) hour, ten (10) hour, and twelve (12) hour shifts. The introduction of flexible scheduling on a nursing unit shall not in itself result in any increase in budgeted hours or result in the deletion of any existing position. The Hospital shall determine the number of positions and the nursing units available for flexible scheduling.

Section 2. Flexible Schedules.

Any nurse going into a twelve (12) hour flex position may be scheduled in any combination of various twelve (12) hour, eight (8) hour, and four (4) hour shifts.. Any nurse going into a ten (10) hour flex position may be scheduled in any combination of various ten (10) hour and eight (8) hour shifts.

Section 3. Break Periods.

- A. Twelve Hour Shifts - With respect to twelve (12) hour shifts, a forty-five (45) minute lunch break shall be provided consisting of a fifteen (15) minute paid break and a thirty (30) minute unpaid break. An additional fifteen (15) minute paid break shall also be provided by the Hospital on such shift.
- B. Ten Hour Shifts - The Hospital's current break and lunch period practice and procedure shall be applied to any nurse working a ten (10) hour shift.

Section 4. Vacations. One (1) week of vacation will equal forty (40) hours of vacation (PTO) time for a 1.0 FTE nurse. One (1) week of vacation will equal thirty-six (36) hours of vacation (PTO) time for a .9 FTE nurse and one (1) week of vacation will equal thirty-two (32) hours of vacation (PTO) time for a .8 FTE nurse. If one (1) day of vacation (PTO) is taken by a flexible schedule nurse, such vacation day shall be calculated pursuant to the nurses regularly scheduled hours for that day.

Section 5. Holidays.

- A. Flexible schedule nurses shall be eligible to utilize four (4), ten (10) or twelve (12) hours of their accumulated PTO hours for each holiday not worked based upon their regularly scheduled hours for such day.
- B. Flexible schedule nurses shall be paid their regular hourly rate for all hours worked on a paid holiday. Part-time flexible nurses shall receive holiday pay pursuant to Article VI, Section 5 of the collective bargaining agreement between the parties.
- C. The Hospital shall make every effort to schedule as many twelve (12) hour nurses as possible on an eight (8) hour schedule basis on holidays identified in Article VI of the Agreement. In the event that there are more requests from twelve (12) hour nurses for eight (8) hour shifts on a holiday than available, the available eight (8) hour shifts shall be given to the most senior nurses desiring such a schedule.

Section 6. Sick Leave. Flexible schedule nurses shall accrue and be paid sick leave pursuant to the provisions of Article VIII of the collective bargaining agreement between the parties. Flexible schedule nurses shall accrue a maximum of ninety-six (96) hours of sick time per calendar year for 1.0 FTE nurses. Nurses working a .9 FTE will have their sick time prorated to a maximum of 86.4 hours per calendar year and nurses working a .8 FTE will have their sick time prorated to a maximum of 76.8 hours per calendar year.

Section 7. Overtime. Overtime shall be paid flexible schedule nurses on the following basis: for nurses working ten (10) hour shifts, all hours worked in excess of ten (10) hours in a given work day or in excess of forty (40) hours in a given work week; for nurses working twelve (12) hour shifts, all hours worked in excess of twelve (12) hours in a given work day or in excess of forty (40) hours in a given work week.

Section 8. Consecutive Work Days. Flexible schedule nurses shall work no more than three (3) consecutively scheduled twelve (12) hour shifts in a row unless mutually agreed to by the Hospital and a nurse.

Section 9. Jury Duty. Flexible schedule nurses shall receive jury duty pay in the same amount of their regularly scheduled hours for the day(s) not worked due to such leave (e.g. a twelve (12) hour nurse shall receive twelve (12) hours pay for any jury leave taken on an otherwise scheduled work day which would have been a twelve (12) hour shift). Jury duty pay and fees received from the court by a flexible scheduled nurse shall be deducted from any jury duty pay received by the nurse from the Hospital.

Section 10. Switching of Schedules. A ten (10) or twelve (12) hour flexible schedule nurse may switch schedules with other flexible schedule nurses or with eight (8) hour shift nurses, with the approval of the nurse's supervisor who schedules for the area.

Section 11. Posting, Bidding and Implementation Process.

- A. In areas (home base department number) of the Hospital where flexible schedules will

be implemented, all flexible schedule positions in such area (e.g. ten (10) hour and twelve (12) hour positions) shall be posted. Nurses from such areas shall have the right to bid on those positions first and shall therefore be given first preference on these positions. If such positions cannot be filled with nurses from the area, nurses outside the area in question who have bid on the positions in question will be considered.

- B. To insure that flexible schedule shifts will work and are feasible in any area, the Hospital will poll all nurses in the area. The Hospital shall not conduct any such poll until this Agreement has been approved by the ONA Local Unit.
- C. Substantial participation of all nurses in an area may be created, however, no nurse shall be required to assume a flexible schedule. A nurse who does not desire a flexible ten (10) or twelve (12) hour shift shall remain in her current position (shift, status, and unit) and shall not be discriminated against in any way.

Section 12. Miscellaneous Provisions.

- A. Flexible schedule nurses shall not enjoy any super seniority.
- B. When staffing adjustments are necessary on a nursing division the current practice of reducing nursing hours and moving employees will be followed.
- C. Should the Hospital discontinue a flexible shift not due to a staff reduction, every attempt will be made to return the nurse to her former shift and status. If not available, open positions will be offered.
- D. Weekend scheduling for flexible schedule nurses shall follow the same scheduling practices as have been followed for eight (8) hour shift nurses. A weekend for purposes of the night shift shall include those shifts beginning on Friday and Saturday. However, the Hospital shall be permitted to establish special weekend scheduling for flexible hour shifts if a nurse and the Hospital agree to such a schedule.

Section 13. Variable Shifts.

- 1. All bargaining unit nurses who currently hold straight shift positions shall maintain their regular steady shifts for as long as they hold their positions.
- 2. The Hospital may post and fill, pursuant to the labor agreement, "shift varies" and/or "flex hours" positions which shall be defined as follows:

Shift varies: Employee can be scheduled days, evenings, or nights according to Hospital need with the intent not to schedule more than two shifts in one twenty-eight (28) day scheduling period; off-shift preference will be honored by seniority and Hospital need. Requests will be considered during the scheduling process, though the only permanent scheduled work/off days will be weekends as per contract. Weekends worked will be varied shifts according to need.

Part-time Flex hours: Employee is obligated to work thirty-two (32) hours per pay period and can be scheduled to a maximum of sixty-four (64) hours per pay period per Hospital need. The Hospital, however, only has a total of ten (10) positions that it can flex below thirty-two (32) hours per pay period and which can be scheduled to a maximum of forty-eight (48) hours per pay period.

3. Positions may be posted as full-time (.8, .9, .8 TO 1.0 FLEX OR 1.0 FTE) or part-time as a flex (.2-.6 FTE, .3-.6 FTE, or .4-.8 FTE) or straight FTE; however, a nurse holding an 0.8 FTE position shall, at the nurse's option, be considered either full-time in accordance with Article VI, Section 2, or part-time and eligible for the part-time differential.
4. Nurses who rotate shifts shall be scheduled in a way that allows no fewer than twenty-four (24) hours off between shift rotations (for example, night to day shifts), unless otherwise agreed.
5. A nurse awarded a shift varies position may elect to work a steady off shift (afternoon or night shift) if operational needs permit.
6. The Hospital shall not change or eliminate a twelve (12) hour position without first informing SRNA, ONA and the affected nurse.

Section 14. 12 Hour Variable Shifts. Following are the guidelines for implementation of twelve-hour shifts. These guidelines are intended to memorialize certain understandings of the parties regarding implementation of twelve (12) hour shifts and shall not amend Article XX of the agreement except as specifically stated.

1. No master schedules will exist in twelve (12) hour scheduling.
2. A "buddy system" may be utilized by "shift varies" twelve (12) hour employees, in which both parties agree. However, an employee may deviate from the "buddy system" according to operational needs. If a nurse holds a steady shift position, she shall not be affected.
3. Weekend scheduling shall be in accordance with Article XX, Section 13 (D). The Hospital shall be permitted to establish special weekend scheduling for flexible hour shifts if a nurse and the Hospital agree to such a schedule.
4. Requests for days on or off may be made by an employee. Though all attempts will be made to accommodate employee requests, they will not be honored if they inhibit coverage or place a burden on another employee.
5. Switching of schedules will be in accordance with Article XX, Section 11. Approval of trades between eight (8), ten (10), and twelve (12) hour shifts will be approved if the trade does not result in a deficit to coverage or premium pay.

6. If a nurse is awarded a twelve (12) hour position in her same unit and the Hospital then chooses to discontinue her flexible schedule shift not due to staff reduction, the affected nurse shall be returned to her former shift and status in the unit. In cases where a nurse bids into a twelve (12) hour shift on a different unit, and the Hospital discontinues the flexible shift not due to a staff reduction, every attempt will be made to return the nurse to her former shift and status. If not available, open positions will be offered.
7. The parties agree to establish a trial period when implementing flexible schedules on a unit, which trial period would be specified on the job postings, and after which all participants could elect to return to their former shift and status.
8. The job posting for a flexible shift position shall clearly state whether the position is a variable (rotating) or steady shift.

ARTICLE XXI

Per Diem Nurses

Section 1. The parties agree that a pool of registered nurses may be created, but such pool of nurses shall be utilized to augment regular staff.

Section 2. The Per Diem Nurse Pool (PDNs) will consist of registered nurses who are members of the Bargaining Unit pursuant to the requirement of Article I and III, who agree to accept work opportunities on an as-needed basis up to forty (40) hours per week after regular full-time and part-time staff nurses have been scheduled.

Section 3. Per Diem nurses shall be paid for actual hours worked, plus weekend, shift, or specialty differentials. They shall only receive benefits specifically described in this Article. PDNs shall be paid in accordance with the salary scale set forth in Article X. A PDN shall receive the overtime rate according to the PDN's individual 40-hour or 8/80 overtime agreement.

Section 4. PDNs who are qualified shall be pulled to another unit before the other nurses on that unit are subject to being pulled.

Section 5. Full-time and part-time nurses who are on layoff and who have signed up for PDN assignments, will be offered work before the work is offered to PDN.

Section 6. Any bargaining unit nurse transferring to the PDN pool shall be paid for her accrued vacation time and shall have her other benefits, such as sick time accumulation, frozen. A nurse transferring from a full-time or part-time position to Per Diem pool shall continue to accrue and retain seniority in the bargaining unit, based on hours worked or credited in accordance with Article XIII.

Section 7. PDNs shall be scheduled by the appropriate nursing Unit Director. PDNs may be scheduled during the planning process provided, however, part-time nurses shall have first preference to schedule the time available. Scheduling of PDNs during the planning

process shall be as follows: PDNs will inform the Hospital of their availability during the planning period by use of the planning sheet. Generally, the planning sheet will be posted four (4) weeks in advance of the schedule. Each unit may use self-scheduling on a “per unit” basis. A PDN who indicates her availability on the planning sheet must at least work the schedule she has indicated. After meeting this initial obligation, on the schedule, the PDN may sign up for additional time, and is available to staff nurses for schedule substitutions.

Section 8.

- A. PDNs hired prior to the ratification of the 2021 Agreement shall be required as a condition of employment to work at least sixteen (16) weekend hours and eight (8) additional hours per schedule. PDN hired or transferred to a PDN position following the ratification of the 2021 Agreement shall be required as a condition of employment to work at least sixteen (16) weekend hours and sixteen (16) additional hours per schedule. PDNs may fulfill their work requirements by working four (4), eight (8) or twelve (12) hour shifts.
- B. Beginning January 2nd of each year, the PDN must work at least one (1) major and one (1) minor holiday per calendar year.
- C. Major and minor holidays for purpose of this Article shall be defined as follows:

<u>Major</u>	<u>Minor</u>
1. Thanksgiving	1. July 4 th
2. Day after Thanksgiving	2. Labor Day
3. Christmas	3. Memorial Day
4. New Year's Day	4. Easter
5. Christmas Eve	5. New Year's Eve

- D. These requirements shall not apply in a month during which operational needs do not require the scheduling of a PDN.
- E. Hours worked by PDNs shall be reviewed with respect to each schedule. A PDN who fails to meet the above requirements of subsection (A) in 2 out of 12 schedules (to include two schedules of prime time, as defined in Article VII, Section 9 (c)), or who fails to meet the holiday work requirement outlined in this Article, shall be terminated from the Hospital's employment; provided, however, that the Hospital may continue the nurse's employment by making exceptions for the nurse for such instances as catastrophic illness, injury, or work-related injury.

Section 9. PDN's will receive notification of mandatory in-services, via mail, 15 days prior to the scheduled in-service.

Section 10. PDN's also shall take on-call one shift per month for every three (3) shifts worked per month in any department where on-call is utilized.

ARTICLE XXII

Job Bidding

Section 1. If a vacancy occurs, the Hospital shall post a notice stating the classification, unit, shift on which the vacancy exists, and the qualifications required to fulfill the position (including any cross-orientation requirements). The posting of the notice shall also include the time that bidding for the position will be closed. Such notices shall remain posted for seven (7) calendar days on the bulletin board outside the cafeteria. The Hospital shall make every effort to fill vacant positions internally before seeking to fill the position from outside sources. A list of open, unfilled positions shall be maintained in the staffing office and in the Human Resources Department.

The Hospital will endeavor to provide an electronic medium (e.g. e-mail, intranet, etc.) to post and provide notice of job postings.

Section 2. The Hospital shall interview all nurses who have applied for the position, and who meet the requirements specified in the posting. The Hospital will reduce to writing the essential functions of the position as well as schedule requirements and other details. If a nurse applies for a position and is either not offered an interview or is not offered the position, the Unit Director or designee shall notify the nurse with specific reasons for such denial within five (5) calendar days after the job is awarded. The nurse selected for the position shall be given twenty-four (24) hours to accept the position. Positions shall be awarded within thirty (30) calendar days after the end of the posting period. Copies of all RN job posting and completed bid sheets, identifying the nurse who was awarded the position and her job requirements, shall be sent to the chairperson of the SRNA within five (5) days of the Hospital's awarding of the position. The confidentiality of the information will be maintained by the ONA and SRNA.

Section 3. Positions shall be awarded on the basis of skill, ability, performance, experience and seniority. If the skill, ability, performance and experience of two or more bidders are relatively equal, seniority shall control.

Section 4. (A) A promoted nurse shall be given a reasonable period of time, up to ninety (90) days, within which to qualify in the new position. In the event the nurse does not qualify, the nurse shall be returned to his or her former position without loss of seniority; except that in a case where the position from which the nurse has been promoted cannot be filled from within, and the Hospital has to go outside to fill it, then the nurse that has been promoted and does not qualify will go back to her former classification and shift but not necessarily to her former location and specialty.

(B) A nurse who successfully bids into a new position under Sections 1 and 2 above shall be given a reasonable period of time, up to ninety (90) days, within which to qualify in the new position. In the event the nurse does not qualify, the nurse shall be returned to her former

position without loss of seniority; except that in a case where the position from which the nurse has transferred cannot be filled from within, and the Hospital has to go outside to fill it, then the nurse who accepted a position outside her unit and does not qualify will go back to her former shift and classification but not necessarily to her former unit.

Section 5. Seniority for job bidding purposes shall be determined as of the date and time the position is posted.

Section 6. The Hospital shall include within the description of all posted positions within this Article any weekend and holiday package scheduling requirements and the minimum and maximum hours of the position. In posting flex positions, the descriptions shall specify a maximum of sixty-four (64) hours per pay period. Once awarded, adjustments to the weekend schedule of the position must be made by mutual agreement between the nurse and Hospital.

Section 7. Any nurse who makes a request to be cross-trained within another department shall be considered for cross training at the Hospital's discretion.

Any orientation or cross training shall be completed within two (2) times the length of time generally specified by the Hospital for the completion of the particular orientation or training.

Section 8. Nurses must complete six (6) full months of service in the position into which they were last placed before being eligible to bid for a new position under this Article. For newly hired nurses the six (6) month period begins on the earlier date of completion of orientation or six (6) weeks from the first day of work (including orientation). For other nurses, the six (6) month period begins to run from two (2) weeks after the position is awarded or the date on which the nurse begins work in the new position, whichever is earlier. This six (6) month provision will not apply to bids from per diem to part-time positions or full-time positions, full-time bids to part-time positions within the same unit, or to bids from part-time positions to full-time. The Hospital in its discretion may waive this provision.

Section 9. Once a nurse is awarded and holds a posted position, the Hospital shall not change the weekend rotations unless mutually agreed upon by the nurse and the Hospital.

Section 10. A Nurse shall only be required to maintain the certification and educational requirements necessary for her current position.

Section 11. Upon successfully bidding into a new position, a Nurse shall be fully oriented to the new position within a six (6) month period. Positions that require lengthy orientation periods beyond six (6) months shall be discussed during the job interview and be agreed upon in writing by both parties. Tentative dates for completing orientation to all job areas shall be set at the orientation start and be reviewed quarterly at Labor Management meetings until completed. If necessary, the Hospital shall have the right to send the Nurse to an external facility in order to complete the orientation process within the six (6) month period; however, such nurse shall be reimbursed for mileage and meals, and shall be compensated as if the time spent on orientation is time worked. Any orientation that goes beyond the six

(6) month period and/or orientation agreement shall be discussed at the Labor Management Committee meeting.

ARTICLE XXIII

Excellence in Nursing Care

In order to provide excellent nursing care, ONA and the Hospital will:

1. Re-evaluate the current delivery of care system within six (6) months of ratification of this contract, and annually thereafter at the Staffing Committee meetings.
2. Explore other delivery of care systems at that time.
3. Explore available acuity tools for possible revision of staffing matrix.
4. Any acuity tool in current use will be maintained in the Staffing Office and reviewed, and discussed monthly at the Staffing Committee meeting.

The parties agree a nurse staffing plan shall be followed.

The Hospital will continue to implement, and update when appropriate, its nursing staffing plan. In general, the staffing plan will:

1. Meet requirements of the Ohio hospital staffing law.
2. Follow standards promulgated by the applicable accrediting body.

Deviations from the Staffing Committee recommendations will be taken to Labor/Management for discussion.

ARTICLE XXIV

Substance Abuse Policies and Procedures

This will confirm understandings reached during negotiations for the current collective bargaining agreement concerning the Hospital's implementation of its substance abuse policy and procedure.

The details of the policy and procedure are contained in Exhibit D of the Hospital's Employee Handbook, copies of which are distributed to all employees including ONA unit members. The Hospital will continue its policy of substance testing and possible discipline when probable cause exists to believe that a violation has occurred. Probable cause will be determined upon review of all circumstances, including the credible and accurate report of one or more supervisors or co-employees, the employee's conduct, behavior, or physical characteristics, and all other facts of a particular situation. If after review of all such factors, the Hospital determines the existence of probable cause, the employee will be subject to the testing procedures set forth in the Hospital's Employee Handbook. A positive test, which

stands after appropriate review, will subject the employee to a suspension from work without pay for a period of five (5) workdays, at the Hospital's convenience. In addition, as a condition of continued employment, the employee will be required to enter into a "last opportunity agreement" with the Hospital. The agreement will require the employee to undergo successfully a course of appropriate, Hospital approved rehabilitation outside the hospital, and to establish successful completion, to the satisfaction of the Hospital. Rehabilitation costs not covered by the Hospital's program of insurance benefits will be the employee's responsibility. Upon successful completion of a satisfactory program, the employee will be subject to random testing for a period of one (1) year. If the employee does not successfully complete rehabilitation, tests positive in any subsequent drug or alcohol screen within the one (1) year period or later, or refuses to cooperate in any way with the Hospital's testing procedure, including refusal to provide a timely sample, the employee will be terminated.

Any employee who refuses to participate in a drug or alcohol screen, or refuses to comply with testing procedures, will be considered to have violated a Group 1 Work Rule and be subject to a five (5) day suspension pending discharge.

It is the Hospital's continuing policy to encourage employees to seek voluntary, confidential assistance for any known substance abuse or addiction problem. Therefore, an employee may voluntarily seek such assistance prior to being scheduled for, participating in, or failing a drug and alcohol screen with assurances of appropriate confidentiality and no penalty. Information concerning available assistance may be obtained from the Human Resources Department.

ARTICLE XXV

Temporary Staffing

Section 1. The Hospital may, at its discretion, use no more than five agency nurses without consulting with the union prior to the agency nurses being contracted. The agency nurses will be used to augment its staff of bargaining unit nurses if the following conditions are met:

- A. A temporary staffing shortage of bargaining unit nurses exists in a department.
A temporary staffing shortage exists each time any department has any combination of two (2) Registered Nurse vacancies or Registered Nurse absences due to FMLA or other temporary leave of absence
- B. The Hospital's use of agency nurses will not replace any bargaining unit nurse.

Within 5 calendar days of the agency nurse being contracted, the SRNA President will be notified and given the following information; name, unit(s), shift (if specific) and length of contract.

Section 2. Any agency nurse hired shall be required to work the shifts where there are staffing needs. No agency nurse will displace a bargaining unit nurse scheduled to work on

a given day within a particular unit. Any overtime hours available must first be offered to bargaining unit nurses before they are offered to any agency nurse. Any agency nurse hired shall be required to work weekend schedules with the regular rotation currently used by the Hospital.

Section 3. In the event that there is a need to temporarily reduce staff in accordance with Article XIII, Section 6, and there are no volunteers, the agency nurses shall be reduced prior to reducing any bargaining unit nurses.

Section 4. The parties may agree that the hospital may employ additional agency nurses after consultation through the Labor-Management Committee process as described in the Temporary Staffing shortage MOU.

ARTICLE XXVI

Duration

Section 1. The Agreement effective April 21, 2024 shall continue in full force and effect until 11:59 p.m. April 20, 2027, and thereafter from year to year unless either party gives ninety (90) days written notice prior to April 20, 2027 or any yearly anniversary date thereafter to terminate or amend this Agreement.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

WORKERS' COMPENSATION

This will confirm certain understandings reached between the Ohio Nurses Association ("ONA") and Salem Community Hospital (the "Hospital") during negotiations for the most recent collective bargaining agreement concerning return to work of nurses who have been absent because of on-the-job injuries covered by workers' compensation.

In order to provide return-to-work opportunities for such nurses, and to comply with Bureau of Workers' Compensation regulations and the Hospital's policies concerning a transitional work program, the Hospital will attempt to return nurses to modified employment for which the nurse is qualified with reasonable accommodation and minimal training, provided there is no negative impact on co-workers. Placement in the modified position will be at the nurse's regular hourly pay rate as set forth in Article X. The placement will be subject to the approval of the Hospital, the nurse's physician, and may include placement in non-bargaining unit positions. If the Hospital determines a position is available, the nurse will be placed in the modified position regardless of shift to a maximum of 180 days from the beginning of workers' compensation leave of absence. Return to regular duty will be governed by the provisions of Article IX, Section 2 or Section 4.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

PTO PROCESS

The purpose of this Memorandum is to set forth the Hospital's intentions with respect to the PTO Process during the term of the current collective bargaining agreement.

PTO Process hours will be granted based on the RN's FTE status and accrual rate. Full time personnel during the first initial process will be granted:

Based on Accrual Rate of 11.24

FTE Status	Hours per Week	Number of Weeks	Total Hours to be Granted	Hours Granted in Prime Time
1.0	40	6	240	120
.9	36	6	216	108
.8	32	6	192	96

Based on Accrual Rate of 9.51

FTE Status	Hours per Week	Number of Weeks	Total Hours to be Granted	Hours Granted in Prime Time
1.0	40	5	200	120
.9	36	5	180	108
.8	32	5	160	96

Based on Accrual Rate of 8.19

FTE Status	Hours per Week	Number of Weeks	Total Hours to be Granted	Hours Granted in Prime Time
1.0	40	4	160	120
.9	36	4	144	108
.8	32	4	128	96

After the above process has been completed, the remaining available vacation dates shall be posted on the unit for a period of fifteen (15) working days, and shall be granted to the most senior nurse(s) who can bid on each open date if PTO is accrued. Vacation dates, which remain open following this bidding process, shall be granted to nurses on the unit on a first come first serve basis prior to the posting of the schedule in accordance with Article VII, Section 9A, of the ONA Contract.

For nurses hired on or after April 21, 2005, the following PTO Process will apply. PTO Process hours will be granted based on the RN's FTE status and accrual rate. Full time personnel during the first initial process will be granted:

Based on Accrual Rate of 9.51

FTE Status	Hours per Week	Number of Weeks	Total Hours to Be Granted	Hours Granted In Prime Time
1.0	40	5	200	120
.9	36	5	180	108
.8	32	5	160	96

Based on Accrual Rate of 8.19

FTE Status	Hours per Week	Number of Weeks	Total Hours to Be Granted	Hours Granted In Prime Time
1.0	40	4	160	120
.9	36	4	144	108
.8	32	4	128	96

Based on Accrual Rate of 6.47

FTE Status	Hours per Week	Number of Weeks	Total Hours to Be Granted	Hours Granted In Prime Time
1.0	40	3	120	120
.9	36	3	108	108
.8	32	3	96	96

After the above process has been completed, the remaining available vacation dates shall be posted on the unit for a period of fifteen (15) working days, and shall be granted to the most senior nurse(s) who can bid on each open date if PTO is accrued. Vacation dates, which remain open following this bidding process, shall be granted to nurses on the unit on a first serve basis prior to the posting of the schedule in accordance with Article VII, Section 9A, of the ONA Contract.

PTO PROCESS

Prior to January 1st, the Unit Director and Staffing Office Manager identify each nurse on their unit, their seniority hours, and FTE status. Seniority hours determine the number of hours of the PTO granted to the nurse.

The number of PTO hours per week on each unit is determined by the total number of PTO hours the nurses accrued and number of weeks the PTO is taken.

The number of weeks from May 1st through September 30th is used to calculate the minimum number of hours to grant.

The number of weeks from Memorial Day through Labor Day is used to calculate the maximum number of hours to grant.

Fifty-two (52) weeks is also calculated to verify that appropriate number of PTO hours has been allocated per weeks.

The number of PTO hours granted per week falls within the range of minimum and maximum time periods.

If the maximum is less than forty (40) hours per week, the unit will allocated forty (40) hours of PTO per week for nurses.

When PTO hours are available on a unit in any given week, those days cannot be closed down except that no more than two (2) nurses will be granted PTO on each day of a weekend. However, during a one (1) year period (between March and March) a nurse may flex above and beyond this 2-nurse requirement and request PTO for one or both consecutive days of a weekend, subject to the following restrictions:

- a) The nurse shall find coverage for herself and claim PTO.
- b) Granting the nurse the PTO must not create overtime or weekend bonuses.
- c) The full-time nurse must have PTO accrued and the part-time nurse must have vacation days available, and no credit for volunteer time will be given; and
- d) This process is barred during a week which incorporates a holiday.

If the nurse finds coverage and meets the above restrictions, her requested PTO shall not be denied.

For those departments working Monday through Friday, when PTO hours are available on a unit in any given week, those days cannot be closed down except that no more than three (3) nurses will be granted PTO on each Monday and Friday.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

RECOGNIZED CERTIFICATIONS

Effective April 21, 2002, to be eligible to receive the Certification Differential, a staff nurse must have attended one of the following Hospital recognized Certifications, must provide satisfactory evidence that Certification is current in accordance with the requirements of the certifying organizations, and must regularly work in the occupational specialty for which the nurse is certified. The following are the Home Units and recognized Certifications required therein:

<u>Departments</u>	<u>Certification</u>	<u>Certifying Agency</u>
ED, ICU, Tower 1, PACU, Medical Imaging, Pool, Medical/Surgical	CCRN	American Association of Critical Care Nurses
Medical/Surgical, Pool, Tower 1, ED, Ambulatory/Endo, Outpatient, PAT/PST	RNC – Med Surg	American Nurses Credentialing Center (RNC)
Medical/Surgical, Pool, Skilled Nursing, Tower 1	RNC – Gerontology	American Nurses Credentialing Center (RNC)
Pediatrics, Pool	RNC – Pediatric Nurse CPN-Certified Pediatric Nurse	American Nurses Credentialing Center (RNC) or National Commission for Certifying Agencies (NCCA)
Surgery	CNOR, CRNFA	National Certification Board: Perioperative Nursing, Inc. National Assistant at Surgery Certification (NASC) or National Institute of First Assisting (NIFA)
Oncology, Medical/Surgical	AOCN, CPON OCN ONS/ONCC	Oncology Nursing Certification Corporation Oncology Nursing Society
Emergency Department	CEN, CPEN, TCRN, TNCC	Board of Certification for Emergency Nursing
Departments	Certification	Certifying Agency
Ambulatory/Endoscopy, Outpatient	Gastroenterology	Certifying Board of Gastroenterology Nurses & Associations

Surgery, Ambulatory	CPAN, AORN	American Board of Peri Anesthesia Nursing Certification
Medical Imaging	CVN CRN	Vascular Nursing Certification Board Radiologic Nursing Certification Board
Medical/Surgical, Tower 1, Pediatrics, Ambulatory, Endoscopy, Outpatient, PAT/PST, Pool, Skilled Nursing	RNC – General Nursing	American Nurses Credentialing Center (RNC)
ED, ICU, Tower 1, Medical/Surgical, PACU, Medical Imaging, Pool	PCCN – Progressive Critical Care Nurse	American Association of Critical Care Nurses
Medical/Surgical, Pool, Tower 1, Skilled Nursing	CMSRN – Certified Medical – Surgical Registered Nurse	Academy of Medical – Surgical Nurses
Wound Care	WCC – Wound Care Certified	National Association of Wound Care & Ostomy (NAWCO)
Medical/Surgical	ONC – Orthopaedic Nurse Certified	National Association of Orthopaedic Nurses (NAON)

If a certification is received by a certifying agency not listed, but is believed to be relevant to the nurse's clinical practice at the Hospital, the request to receive certification differential will be reviewed by the Labor Management Committee.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

OVER-HIRES

The purpose of this Memorandum is to set forth the Hospital's intentions with respect to the over-hire process during the term of the current collective bargaining agreement.

- The Hospital shall notify the ONA of any upcoming over-hire positions.
- Any position posting for an over-hire position must state that the position is temporary/over-hire for six (6) months.
- Nurses in over-hire positions will only work:
 - Tower 2
 - Tower 3
- There will be no displacement of any current bargaining unit members.
- Nurses occupying over-hire positions and who have completed their orientation period will be the first to be called off on a low-census day.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

The purpose of this Memorandum is to confirm assurances given by the Hospital during recent contract negotiations.

It is not the intent of the Hospital to sell or otherwise transfer the business or assets of the Hospital to any third party, nor has there been any discussion to that effect. To the contrary, it is the intent of the Hospital to remain an independent, self-governing non-profit entity.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

The purpose of this Memorandum is to confirm assurances given by the Hospital during recent contract negotiations concerning medical insurance benefits.

During the term of the April 21, 2024 Agreement, the Hospital will continue to offer an option for a PPO medical insurance plan for full-time nurses at least at the ACA “Platinum” level.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

Re: Temporary Staffing Shortages

To ensure quality care and safe staffing, ONA and the Hospital commit to discussing any existing and/or anticipated staffing shortages at monthly Labor Management Committee meetings (LMCs). Solution-focused conversations on specific problems as they arise may result in creative or temporary alternatives to ease a unit's staffing problems. Members of the impacted unit's management and/or nursing staff may be invited to attend on an as-needed basis.

If a staffing problem is time-sensitive and cannot be delayed until the next LMC, the Hospital may convene a special meeting with ONA leadership and an ONA Representative (if available and by phone if need-be). At this meeting, ONA and the Hospital will address the staffing shortage and explore any potential options to fill the unit/shift's specific needs. ONA and the Hospital may agree to implement short-term solutions, as well as any nurse whose hours/shift may be changed. Potential short-term solutions may be, but are not limited to:

Offering part-time nurses the option to flex up to full-time hours;
Altering nurses from eight-hour (8 hr.) shifts to twelve-hour (12 hr.) shifts;
Temporarily moving a nurse from nights to days or vice versa;

ONA and the Hospital recognize that each situation may require different solutions and will solicit input from the impacted unit's nurses and management.

If an ONA Representative is not available, ONA Leadership may sign a MOA to address a temporary staffing shortage, so long as impacted staff have been consulted to address unit-specific needs and concerns. At the next Labor Management Committee meeting, the ONA Representative will also sign the MOA and be given a copy.

**MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL**

SCHEDULING FOR NON-EMERGENT CASES

The purpose of this Memorandum is to confirm understandings reached during negotiations for the current Agreement concerning scheduling for non-emergent cases.

The Hospital will track hours worked for nurses required to work after the end of their scheduled shifts when not on call. Hours will be tracked by department.

The parties will review such data at Labor Management Committee meetings on a bi-monthly basis. The parties will explore potential solutions for scheduling and coverage.

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL
d/b/a SALEM REGIONAL MEDICAL CENTER

The purpose of this Memorandum is to confirm agreement reached between the Ohio Nurses Association (“ONA”) and Salem Community Hospital d/b/a Salem Regional Medical Center (the “Hospital”) with respect to the Hospital’s use of relief coordinators.

1. The ONA recognizes that the Hospital has spent time and monies to orient and train relief coordinators and the Hospital recognizes the needs of the relief coordinators to maintain relief coordinator competencies.
2. As a result, going forward with new nurses to the relief coordinator role, Article XVI (Miscellaneous Provisions) Section 14 (Cross Training) will apply. Relief Coordinator will be added to the cross training list. RNs agreeing to be a relief coordinator will sign the RN Cross Training Agreement.
3. As a result, going forward with new nurses to the relief coordinator role, Article XVI (Miscellaneous Provisions) Section 14 (Cross Training) will apply. Relief Coordinator will be added to the relinquishment list. RNs relinquishing their relief coordinator responsibilities will sign the RN Cross Training Relinquishment Agreement.
4. Relief Coordinators may attend Coordinator meetings as long as staffing levels permit the relief coordinator to be off the unit.
5. This Memorandum shall not affect the terms of the collective bargaining agreement between the ONA and the Hospital dated April 21, 2017, or its successor agreement, except to the extent necessary to implement the terms of this Memorandum.

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL
d/b/a SALEM REGIONAL MEDICAL CENTER

The purpose of this Memorandum is to confirm the agreement reached between the Ohio Nurses Association ("ONA") and Salem Community Hospital d/b/a Salem Regional Medical Center ("the Hospital") with respect to Critical Staffing Bonuses. The parties agree that quality patient care is the parties' most important priority. Therefore, the Hospital, at its discretion, may activate or deactivate the Critical Staffing Bonus for any patient care unit, giving due consideration to the following, including but not limited to: use of Agency nurses; number of bargaining unit nurse vacancies; boarded patients in the ED; number of outpatient procedural cases; and/or any critical staffing condition.

- a. The Hospital will identify shifts ("Incentive Shift") that need to be filled in any patient care unit and offer a pay incentive of \$20/hour for all hours worked on such Incentive Shifts. In order to qualify for the incentive, the nurse must take a patient assignment. All nurses who are qualified to take an assignment are eligible to pick up available shifts.
- b. These Incentive Shifts will be offered to all bargaining unit RNs who are qualified to work in a patient care unit where Critical Staffing Bonus has been activated. The Incentive Shifts will be filled on a first come, first serve basis. Once the need list is posted, there will be a set time nurses can call the Staffing Office (ext. 7603) to notify the Staffing Office of their availability for shifts by leaving a timestamped voicemail. If it activated outside of the Staffing Office's regular business hours, nurses should call nursing supervision for the first twenty-four (24) hours. RNs who pick up Incentive Shifts will not be eligible for the additional \$20/hour if the RN calls off sick/takes emergency PTO/takes intermittent FMLA during the pay period in which the RN picked up an Incentive Shift. Nurses who have already signed up to work an extra shift on the above units prior to the activation of this Memorandum will receive the \$20/hour pay incentive for the extra shift(s) picked up during the activation period.
- c. If the need to reduce staff is required as a result of changes in census it will be accomplished by reverse order of volunteers (i.e., the last RN who signed up for the Incentive Shift will be the first to be reduced).
- d. The \$20/hour pay incentive will be paid in addition to other contractually agreed upon shift bonuses - i.e. the weekend and weekday bonuses.
- e. The \$20/Hour pay incentive will be added to all hours worked, but will not be subject to a multiplier of 1.5 or 2.0 in instances where overtime/double time apply. For example, if a part time RN's hourly wage is \$35.00 per hour and she works a double, her double rate of pay will be \$70 per hour plus an additional \$20.00 per hour (not subject to double time) for picking up the incentive shift for a total rate of \$90.00 per hour.
- f. This Memorandum shall not affect the terms of the collective bargaining agreement, except to the extent necessary to implement the terms of this Memorandum.

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL
d/b/a SALEM REGIONAL MEDICAL CENTER

In each year of the current collective bargaining agreement, each full-time nurse hired into her full-time position on or before April 20, 2024 shall be entitled to one paid day off (eight (8) hours) (“Negotiated Day”) which will not be deducted from the nurse’s accrued Paid Time Off. Based on operational requirements, the Unit Director shall determine whether a nurse who is scheduled for a shift of more than eight (8) hours must use her PTO to be paid for the remainder of her shift or be scheduled for the remainder of her full-time equivalent without creating overtime. The Negotiated Day shall be scheduled in the following manner:

1. Negotiated Days requested on the Plan Sheet for Monday through Friday will be granted, provided that core staffing is maintained for the day and shift requested. However, for the weeks of Thanksgiving, Christmas, and New Years, the Unit Director shall have discretion whether to grant Negotiated Days. If the request is denied, the nurse may choose to be paid for her Negotiated Day.

2. Negotiated Days on weekends may be granted at the Unit Director’s discretion.

3. No more than fifty percent (50%) of any Unit can be off on combined Paid Time Off, Personal Days, and Negotiated Days at any one time.

4. Negotiated Days requested after the schedule is posted, and which are not placed on the Plan Sheet, may be granted at the Unit Director’s discretion and will be considered on a first come, first served basis. The Unit Director shall respond within one (1) week from the date of the request for the Negotiated Day, specifying whether the request has been granted or denied.

5. A nurse will have the option to use a Negotiated Day in place of PTO to be paid for a Holiday listed in the nurse’s applicable Holiday Group in Section 1. Nurses scheduled for more than eight (8) hours must use PTO for the remainder of the Holiday hours. Nurses choosing this option will indicate their choice on the Plan Sheet.

The provisions of this Memorandum will not apply in the follow instances: to any nurse hired on or after April 21, 2024; to any nurse currently employed by the Hospital who is not currently receiving a Negotiated Day; or, to any nurse currently employed by the Hospital who is receiving a Negotiated Day but who is awarded a position to which a Negotiated Day does not apply. Once a nurse becomes ineligible under this Memorandum, the Negotiated Day cannot be reinstated.

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL
d/b/a SALEM REGIONAL MEDICAL CENTER

Nurses hired into a .8 FTE or .9 FTE position prior to April 21, 2024 shall not be subject to any proration of Paid Time Off or Sick Leave, as is described in: ARTICLE VII, Vacations and Paid Time Off, Section 3 and Section 3a; ARTICLE VIII, Sick Time, Section 1; and, ARTICLE XX, Flexible, Varied, and 12-Hour Agreement, Section 4 and Section 6.

The provisions of this Memorandum will not apply in the following instances: to any nurse hired on or after April 21, 2024 or to any nurse who is not currently employed in a .8 FTE or .9 FTE position. Once a nurse becomes ineligible under this Memorandum, the exemption from proration cannot be reinstated.

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO NURSES ASSOCIATION
AND
SALEM COMMUNITY HOSPITAL
d/b/a SALEM REGIONAL MEDICAL CENTER

Within fourteen (14) days of the execution of this Memorandum of Agreement, the Hospital agrees to post one (1) full-time bid position for a special weekend schedule of three 12-hour shifts for Friday, Saturday, and Sunday or Saturday, Sunday, and Monday, as provided for in Article X, Section 18. The 12-hour shifts shall begin at 7:00 p.m. and end at 7:30 a.m. The remainder of the terms and conditions provided for in Article X, Section 18 shall apply. If the Hospital receives no bids within the seven (7) day posting period, it will remain posted for another thirty (30) days. Thereafter, the Hospital may withdraw the posting at its sole discretion.

APPENDIX

HOLIDAY PTO ALLOCATION

Beginning with Thanksgiving Week 2022, the reduced holiday PTO allocation described in Article VII, Section 9(g) will apply. The Hospital and the ONA have prepared examples to further demonstrate the application of this contractual provision.

Note: The maximum number of PTO hours allocated to each unit varies from year-to-year.

Example A:

ICU grants a maximum of 92 Hours of PTO per week. ICU has a seven-day workweek.

During Thanksgiving week, 2 days are considered “holidays,” where PTO is not granted. Because the week is therefore “shortened” by 2 days, the PTO is prorated (i.e., 5/7 or 71.4% PTO).

92 Hours x 71.4% = 65.7 Hours, **rounded to the nearest 4- or 8-hour increment: 64 hours.**

Example B:

Outpatient Services grants a maximum of 88 Hours of PTO per week. Outpatient Services has a five-day workweek.

If Christmas Day falls on a Saturday, Outpatient Services’ PTO is not affected.

If Christmas Day falls on a Monday, it is considered a “holiday,” where PTO is not granted. Because the week is therefore “shortened” by 1 day, the PTO is prorated (i.e., 4/5 or 80% PTO).

88 Hours x 80% = 70.4 Hours, **rounded to the nearest 8-hour increment: 72 hours.**

Example C:

Tower 3 grants a maximum of 40 Hours of PTO per week. Tower 3 has a seven-day workweek

If Christmas Day falls on a Sunday and New Year’s Eve falls on a Saturday, 2 days are considered a “holiday,” where PTO is not granted.

Because the week therefore “shortened” by 2 days, the PTO is prorated (i.e., 5/7 or 71.4% PTO).

40 Hours x 71.4% = 28.6 Hours, **rounded to the nearest 4-hour increment: 28 hours.**

SIDE LETTER ON STAFFING

This Side Letter on Staffing is intended to memorialize the parties' mutual staffing goals for the life of the current contract; however, this Side Letter shall not serve as the basis for any grievance under the Agreement.

Section 1 - Staffing: The Hospitals and ONA agree that quality patient care is the parties' most important priority and staffing levels are a significant factor in the delivery of safe, transformative patient care. The Hospital has established a Staffing Committee, which includes ONA members, in an effort to maintain a staffing plan that provides adequate, appropriate, and quality delivery of healthcare while also protecting patient safety.

The parties recognize that staffing levels, as proposed by the Staffing Committee, may increase or decrease within a unit, within a shift, or overall depending on changes in patient volume and/or acuity, emergencies, unforeseen events, and/or unanticipated changes in staff resources, including RN leaves of absence, call-offs and other absences, and availability RNs in the Hospital's labor market. Nevertheless, the Hospital and the ONA will each use their best efforts to maintain adequate staffing levels.

The parties also agree that the health care delivery model is evolving and significant changes in health care policy, legislation, value-based care, and/or technological advances could necessitate staffing changes. Such changes will be reviewed by the Staffing Committee and will be considered in any of its recommendations.

The parties agree that patient care needs and safety are the primary drivers when creating assignments.

Section 2 - Acuity: The parties will strive to ensure that patients will be cared for in units or patient care areas where the direct care RN-to-patient ratios sufficiently address the level of intensity, type of care, and individual requirements/needs of each patient. The Hospital's staffing plan, including methods used to create and evaluate acuity-level staffing, shall be considered by the Hospital's Staffing Committee.

Section 3 - Competencies: The parties have provided for appropriate consideration for RN competencies as they relate to assignments.

Section 4 - Emergency Exemption: In the event of a regional emergency affecting the hospital (e.g., a Code Yellow called by the Northeast Central Ohio Regional Disaster Planning Consortium), the Hospital may adjust staffing as necessary if the Hospital is requested or expected to provide an exceptional level of emergency or other medical services.

Section 5 - Staffing Committees: The Hospital's staffing plan, including methods used to create and evaluate acuity-level staffing shall be presented to the Hospital's Staffing Committee, as provided for in Article XV, Section 3 of the Agreement.

In addition to other responsibilities, the Staffing Committees will be responsible for providing education on topics such as benchmarks and policy, including the National Database of Nursing Quality Indicators (NDNQI).

Any staffing plan or method used to create and evaluate acuity level and adopted by the Hospital shall be transparent in all respects (including disclosure of reasonably detailed documentation of the methodology used to determine nursing staffing), identifying each factor, assumption, and value used in applying such.

Section 6 - Posting Requirements: Staffing guidelines shall be electronically accessible to all RNs.

IN WITNESS whereof the parties have signed this Agreement on _____, 2024.

for SALEM REGIONAL MEDICAL CENTER:

Anita Hackstedde, M.D.

Jacqueline Boyle, RN

Kimberly Jenkins

Leigh Knife, RN

Pam Mercer, RN

Melissa Conkle, RN

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Anne Mueller, Labor Representative

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