

AGREEMENT

between

THE UNION HOSPITAL ASSOCIATION

and

UNION HOSPITAL NURSES ASSOCIATION

and

THE OHIO NURSES ASSOCIATION

JUNE 29, 2024

to

JUNE 28, 2027

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NOT A PART OF THE COLLECTIVE BARGAINING AGREEMENT AND IS NOT
TO BE USED FOR DISCIPLINE

ANA Code of Ethics for Nurses

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

Source: American Nurses Association. (2015). Code of ethics with interpretative statements. Silver Spring, MD: Author. Retrieved from <http://www.nursingworld.org/MainMenuCategories/EthicsStandards/CodeofEthicsforNurses/Code-ofEthics-For-Nurses.html>

This Agreement made and entered into this 29th day of June, 2021, by and between THE UNION HOSPITAL ASSOCIATION, an Ohio corporation not for profit, located at 659 Boulevard, Dover, Ohio, hereinafter referred to as the "Hospital", THE UNION HOSPITAL NURSES ASSOCIATION, hereinafter referred to as the "Local Unit", and THE OHIO NURSES ASSOCIATION, hereinafter referred to as "ONA."

WITNESSETH:

WHEREAS, ONA recognizes that the Hospital has the responsibility and obligation of providing proper medical and nursing care for resident patients and outpatients, and of carrying on vital and continuous programs in the field of medical research and medical and nursing education for the benefit of both individual patients and the community-at-large; and

WHEREAS, the Hospital recognizes ONA as the collective bargaining representative for the nurses covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the said responsibility and obligation of the Hospital as well as the interests of its nurses covered by this Agreement; to provide improved patient care; to avoid interruptions and interferences with the Hospital's services to patients and its programs in medical research and education; to promote equitable employment relations and set forth herein rates of pay, hours of work, and conditions of employment for the nurses covered by this Agreement;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
Management Rights

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

the exercise of these rights as are expressly specified in this Agreement; and provided, further, that these rights shall not be used for the purpose of discriminating against any nurse on account of membership in or activity on behalf of ONA. Placement of patients on the various nursing units will be done with the consideration of the type of service that is required, nursing units that are open and physician preference.

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

Section 3. Personnel Folder. A nurse shall have the right to review her personnel folder provided the review is in the presence of a representative of the Human Resources Department or the Department Head. This review is recommended by the ONA to be done on a yearly basis. The review of the record will not be on paid Hospital time. No part of the record can be removed during the nurse's review. Following the completion of her performance review, the nurse will receive an electronic copy of her performance review form.

Disciplinary action more than twelve (12) months old shall no longer be an active part of a nurse's personnel file, provided that there has been no subsequent disciplinary action for a similar offense. The Hospital shall have the right to utilize such documentation in defending against any legal or administrative action.

Section 4. Required Overtime. Nurses may be required to work overtime only in true emergency situations or where patient care will be compromised, after all avenues for coverage have been exhausted; and in those cases, the nurse will be paid time and one-half (1 1/2) for all hours required to work over. For the purposes of this Section, required overtime lasting less than one hour will not be used in determining the rotation of required overtime.

If overtime is required, the need for required overtime will be first offered to all nurses working on the unit where the required overtime is to occur. If a nurse chooses to work the required overtime when it normally would not be her turn, the required overtime will be counted as taking her turn. If two (2) or more nurses offer to work the same required overtime "out of turn", the volunteering nurse with the highest seniority will be the nurse required to work the overtime. If no nurse volunteers to work the required overtime, the assignment of the required overtime, will be done on a rotating basis by reverse seniority over the last three floating years.

If two or more units have a need that will result in at least one requiring of overtime, consideration will be given to the unit where required overtime was last implemented. PRN nurses will be considered in the rotation for required overtime with their seniority determined by any frozen seniority hours in addition to their current wage progression hours. If the overtime results in the need to staff share (pull), the sharing of staff (pulling) will be done following the pull list rotation.

Any full-time or part-time nurse who has picked up time on the day in question will not be considered in determining who will be required to stay, but a nurse given time off following the temporary reduction language, as defined in Article 13, Seniority & Years of Service, can be required to work overtime.

If a nurse finds her own coverage for part of her scheduled shift she will not be required to work overtime unless a true emergency situation exists and patient care will be compromised.

If a PRN nurse is called and agrees to work the next shift, they will not be considered in determining who will be required to stay.

The assignment of required overtime must be communicated to the affected employee by a member of nursing management.

If a staff member completes orientation to her position earlier than anticipated, she will not be required to work overtime until after the official completion date of her orientation.

The Hospital recognizes that nurses may have legitimate reasons they may be unable to work required overtime, such as illness, extreme fatigue, unique dependent care issues, etc. If a nurse, who is required to work overtime, has these concerns, communication will occur between nursing management and the nurse. If the Hospital determines it will not require that the nurse work the overtime due to the nurse's request, the nurse will be required to work the next period of required overtime, even if the previously established rotation would not require them to do so. Any elimination or reduction in hours of the required overtime will not result in those hours counted towards absenteeism or tardiness. The Hospital and the ONA will work together to resolve issues of possible abuse at LMC.

Communication will also occur between nursing management and the nurse who is required to work overtime in regards to meeting the nurses need for meals and beverages.

Where on-call is required, it will be assigned by the Hospital on a rotating basis. When the assigned on-call needs to be reassigned, the assignment of on-call is done on a rotating basis by reverse seniority over the last three floating years. This overtime can be done up to seventy-two (72) hours in advance of the time frame for the call, but every reasonable effort will continue to be made to cover the call assignment without needing to implement the required overtime. Assignment of required call will not exceed twenty-four (24) hours for one day of a weekend, twelve (12) hours on a holiday, or between twelve (12) and sixteen (16) hours on a weekday. For those units where on-call is required, the information used to determine who will be assigned call will be maintained separately from the information that is used to determine who will be required to stay beyond their normal shift.

Nurses will not be required to work greater than sixteen (16) continuous hours unless in an on-call status.

The information that is used to determine who is required to stay or be placed on call will be maintained in the nursing office. Any incidence of required overtime will be reported at the Labor Management Committee.

Section 5. Nurses Responsibility. It is the responsibility of the nurse to notify the Human Resources Department of address, phone number and name changes.

ARTICLE 2 **Recognition**

Section 1. Sole and Exclusive Representative. The Hospital recognizes ONA as the sole and exclusive representative of the staff and charge nurses employed by the Hospital, as herein defined, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment. The term "bargaining unit" wherever used herein refers collectively to the nurses listed in the next Section, Parties to Agreement.

Section 2. Parties to Agreement. This Agreement is made and entered into by and between the Ohio Nurses Association and Union Hospital of Dover, Ohio and shall be binding on the Hospital, its successors and assigns.

Section 3. Gender/Bargaining Unit. Whenever the feminine gender is used it shall be interpreted to incorporate the masculine gender as well.

Except as hereinafter limited, the term "nurse" as used herein shall apply to and include only regular full-time, part-time and PRN nurses employed at the Hospital as staff nurses except those identified below.

The Hospital further agrees to assist and cooperate with ONA to assure that there will be appropriate formal inclusion with the National Labor Relations Board of the PRN nurses into the bargaining unit.

Section 4. Exclusions. Except as hereinafter limited, the term "nurse" as used herein shall exclude all other classifications of registered nurses, including private duty nurses, Nurse Educator, Nursing Managers, Nursing Shift Supervisors, Nursing Directors, the Vice President of Nursing Services, and all other classifications of nursing personnel.

Section 5. Status Defined. Except as otherwise provided in this Agreement, a "full-time nurse" is one who has accepted employment with the understanding that she will work a regular schedule of at least seventy-two (72) hours per pay period. A part-time nurse is one who has accepted employment with the understanding that she will work a regular schedule of at least forty (40) and less than seventy-two (72) hours per pay period. A "PRN nurse" is defined as a nurse who accepts or rejects work opportunities, offered by the Hospital at its option, depending upon the nurse's availability, as determined by the nurse. A nurse may enter PRN status only with the mutual agreement of the Hospital and the affected nurse.

Section 6. Transfer to PRN Status. When a bargaining unit registered nurse transfers to PRN nurse status, all benefits terminate, with the exception that seniority is frozen, provided the nurse maintains the requirements of PRN nurse status as defined in Article 8, Hours of Work. Upon return to a full-time or part-time position, seniority will accrue from the hours which were frozen while PRN status was maintained and benefit eligibility will be reinstated. PRN nurses shall not be used to displace any regular full-time or part-time nurse from her regularly scheduled hours.

Section 7. Delegation of Nursing Process. The nursing process will not be delegated to non-registered nurse personnel (assessment, nursing diagnosis, nursing care coordination and planning, education plans and evaluation). It is the intention to use paraprofessional personnel, assistants, technicians and licensed practical nurses to augment and support the registered nurses, but not to perform the nursing process. Following a patient assessment and the commencement of the nursing process, if concerns arise over the competency, ability, skill and/or specialized knowledge and judgment required with the performance of a patient care task that can be delegated, the nurse should report the concern to the immediate supervisor and assure that patient safety is maintained.

Section 8. ONA Dues. Pursuant to individual authorizations executed by ONA members in a form to be agreed upon between the Hospital and ONA, the Hospital agrees to deduct monthly ONA dues in whatever sum is authorized in writing by ONA from the pay of nurses covered by this Agreement. Deductions will be made from the pay earned during the second pay period of each month. In the event any nurse whose pay is subject to the deduction of ONA dues as provided in this Section shall not be entitled to any pay for the first pay period of any month, ONA will arrange collection of dues for such month directly with the nurse. The Hospital's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse who signed the authorization, upon her transfer to a job with the Hospital not covered by this Agreement, or upon the termination of the dues deduction authorization by the nurse in writing. Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the deduction. The Hospital will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues have been deducted. A copy of this list will be furnished monthly to the Treasurer of the Local Unit of the ONA. ONA agrees that it will indemnify and hold the Hospital harmless from any action growing out of these deductions and commenced by a nurse against the Hospital and assumes full responsibility for the disposition of the dues so deducted once they have been turned over to ONA.

New hires may fill out the payroll deduction form found in their ONA packet and submit the form to ONA. The nurse may also submit the request for payroll deduction to ONA.

ARTICLE 3

ONA Membership and Activity

Section 1. Membership Requirement. All nurses employed by the Hospital on the effective date of this Agreement who are members of ONA shall, as a condition of employment, maintain such membership in good standing, and all new nurses employed after the effective date of this Agreement shall, as a condition of employment, become and remain members in good standing of ONA within thirty-one days from the date of their employment. ONA agrees to indemnify and hold the Hospital harmless from any action arising out of a discharge affected at the request of ONA because of the failure or refusal of any nurse who is required to do so to comply with the provisions of this Section.

Section 2. Monthly Report. The Hospital will provide the ONA, the Local Unit Chairperson and Treasurer with a monthly report which shall indicate all new hires, promotions, leaves of absence and terminations occurring during the previous month.

Section 3. Copies of Agreement. Upon ratification of this Agreement, copies shall be provided to all members of the bargaining unit and sufficient copies shall be provided for all future members of the bargaining unit and for the use of the Hospital. The cost of preparation of such copies of this Agreement shall be borne equally by the Hospital and ONA.

ARTICLE 4

ONA Activity – Visitation

Section 1. Approved Activity. Representatives of ONA may enter the Hospital for the purpose of meeting with Hospital representatives under the Grievance Procedure provided herein, or for purposes related to ONA's educational activities with the permission of the Hospital's Vice President, Human Resources or a designee. Such representatives 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 operation of the Hospital.

Section 2. Professional Purpose Meetings. The Hospital will permit the holding of ONA unit and district meetings for professional purposes on Hospital premises, provided that adequate meeting space is available. Requests for use of space in the Hospital for such meetings shall be made at least two (2) but not more than four (4) weeks prior to the date of such meeting. It is agreed that no meetings will be held on Hospital premises which deal in whole or part with any aspect of the parties' collective bargaining relationship.

Section 3. Limitations. Except as provided in this Article, there shall be no ONA activity at any time on Hospital premises.

Section 4. ONA Bulletin Board. The Hospital will provide ONA with a glass-enclosed bulletin board at a mutually agreeable location. The bulletin board will have the capability of being locked, with keys maintained by the Hospital and the Local Unit Secretary. The Hospital reserves the right to approve material prior to its posting on the board.

Section 5. ONA Orientation. An ONA representative will be released from her worksite if scheduled, to introduce ONA to all nurses who are participating in "Newly Employed Orientation." as defined in Article 7, Probationary Period - Orientation Period, Section 5, Newly Employed Orientation. Such introduction shall be made separately from all other participants in the orientation process. Said introduction shall be limited to no more than a one-half (1/2) hour presentation. While the representative will not be eligible for overtime pay during the

presentation time, she will receive pay at the straight time hourly rate and benefits for the actual time spent in such introduction, as limited herein.

Section 6. ONA Leadership Training. Up to a collective total of thirty-two (32) paid hours will be provided to local unit leaders within the bargaining unit, per calendar year for Leadership Training. There will be no loss of benefits resulting from the use of this time. Management may grant more time with pay at its sole discretion.

The request of this time should be submitted in writing by the local unit chairperson for the applicable bargaining unit member(s) to the Vice President, Nursing Services prior to the posting of the schedule it affects.

ARTICLE 5

No Withdrawal of Nursing Services and No Lockout

Section 1. Restricted Activity. During the term of this Agreement, ONA shall not, directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any nurse instigate or participate, directly or indirectly, in any mass resignation or concerted withdrawal of nursing services, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of the Hospital. ONA shall cooperate with the Hospital throughout said period in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

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

Section 3. ONA Intervention. In the event any violation of this Article occurs, ONA shall promptly notify all nurses that the mass resignation or other concerted withdrawal of nursing

services, slowdown, walkout, or work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations is prohibited by this Article and is not in any way sanctioned or approved by ONA. ONA shall also promptly order all nurses to return to work at once.

Section 4. Remedial Action. In the event that the Hospital claims that ONA or any officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encouraged, or in any way participated in any mass resignations or other concerted withdrawal of nursing services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the operation of the Hospital, or ratified, condoned or lent any support to any such conduct or action the Hospital shall first notify ONA of said interference with its operations. If said interference with the Hospital operations is not terminated immediately, the Hospital may forthwith submit this grievance to arbitration under the following procedure:

Upon notice from the Hospital to the ONA and the American Arbitration Association, the Association shall forthwith appoint an arbitrator, who shall be a member of the National Academy of Arbitrators, to hear and determine the dispute. The arbitrator shall hear and decide the dispute within twenty-four (24) hours of his appointment. The arbitrator is empowered under this Article to grant injunctive relief or other appropriate remedies to the Hospital against the ONA, and the ONA hereby consents to the entry by or on behalf of the Hospital of any appropriate decree, order, or judgment in any court of competent jurisdiction, based on such award and for the purpose of permitting the Hospital to enforce and implement such award. The fees and expenses of the arbitrator, including the cost of the transcript of the record, if any, shall be borne equally by the parties.

Section 5. No Lock Outs. The Hospital shall not lock out any or all of its nurses during the term of this Agreement. In the event ONA claims that the Hospital has locked out any or all of its nurses, ONA may avail itself of the procedures set forth in Section 4, Remedial Action, above. For purposes of this Agreement, a lockout shall be defined as the temporary laying off of nurses solely as a means of bringing economic pressure to bear in support of the Hospital's collective bargaining position, and shall not include layoffs because of lack of work, disciplinary layoffs, or layoffs for other similar reasons.

ARTICLE 6

Employment

Section 1. Temporary Staffing. Nothing herein contained, however, shall prevent the Hospital, in the event of an emergency, from temporarily recalling or employing anyone if immediate employment is necessary for the health, care, or safety of the patients in the Hospital.

Section 2. Employment Process. The employment process will occur as follows:

- a. Nursing Management will review all applications and coordinate the selection of qualified candidates for interviews with Human Resources.
- b. To the extent possible, the interview process will be coordinated for completion in the same day.
- c. To the extent possible, a designated bargaining unit member will participate in the team interviewing process.
- d. Reference checks and other required pre-employment procedures will be completed before the interview to the extent possible to expedite the process.
- e. Nursing Management and Human Resources will determine offers of employment jointly and such offers will be extended within forty-eight (48) hours of decisions to hire. The Vice President, Human Resources will make the final determination where a joint determination cannot be made.

Section 3. Discrimination. There shall be no discrimination either by the Hospital or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, national origin, sex, age, marital status or handicap as defined by applicable law.

Section 4. Pre-employment Physical. As part of the employment process, the Hospital will provide at no cost a pre-employment physical examination to each nurse- applicant and will offer at no cost any tests, immunizations, or inoculations which are consistent with and may be legally required by regulatory agencies and/or the Hospital.

Section 5. Care for Work-Related Injuries. For nurses who sustain a work place injury or illness, the nurse can be seen at workwell for all non-emergency care during normal business hours or the emergency room after hours or for emergency care. However, the services provided under this Section do not include fees or charges billed by attending physicians.

ARTICLE 7

Probationary Period – Orientation Period

Section 1. Preceptor Program. A group of preceptors will be established for each unit through the on-unit posting process. Determination of the preceptor group will be based on training, performance and experience as determined by their managers. Typically, preceptors should have:

- Minimum 18 months of nursing experience at UH

- Minimum of 3 years of nursing experience. Additional relevant patient experience may be considered.
- No current corrective action for nursing practice.
- Completed all mandatory education and competencies.

A differential will be paid for all hours worked as a preceptor as defined in Article 18, Wages. This group will be oriented to the role through a preceptor training and provided defined expectations of the role. Each new hire or transfer within the nursing department will be assigned an established preceptor, to the extent possible, during the orientation period.

Section 2. Probation Period. Newly employed nurses or nurses re-employed after an absence of more than one (1) year from the Hospital and employed on a full-time basis shall be on probation for a period of ninety (90) calendar days from the date of hire or rehire. Newly employed nurses or nurses re-employed after an absence of one year employed on a part-time or PRN basis shall be on probation for a period of four hundred and eighty (480) hours worked. The Hospital shall have the right to extend the probationary period of full-time nurses in cases where accident, illness or reasons beyond the control of the nurse prevent the Hospital from sufficiently evaluating the nurse's ability. During or at the end of the probationary period or any extension thereof, the Hospital may terminate the nurse at will and such termination shall not be subject to provisions of the Grievance Procedure contained in this Agreement, unless it is alleged that the discharge was caused solely by ONA activity, in which case that issue only shall be subject to the Grievance Procedure.

Section 3. Status of Seniority Rights. During the probationary period or any extension thereof, a nurse shall have no seniority rights. Upon successful completion of the nurse's probationary period, the nurse's seniority will be established based on her last date of hire or rehire, whichever is applicable.

Section 4. Orientation Program. The determination of the content of the orientation program and of whether an orientee has successfully completed any phase of the orientation program or is qualified to perform the duties of a staff nurse is reserved solely to the Hospital and shall not be subject to the grievance and/or arbitration provisions of this Agreement.

Orientation periods for nurses, including newly employed, transfers, and rehires, shall be determined according to the individual nurse. To meet the educational and orientation needs of each new hire, a system must be in place which accounts for an evaluation of their abilities based on core competencies established by the hospital. Each such orientation period shall be

personalized as to time period and content. For all newly employed nurses, the time period and content will be at least 108 hours.

Section 5. Newly Employed Orientation. All newly employed nurses shall receive an uninterrupted orientation, consisting of classroom instruction, medical/surgical clinical experience and unit and shift specific orientation.

A. Unit and Shift Specific Orientation.

1. While the parties recognize that it is not ideal to hire graduate nurses without skills and experience directly into specialty units, newly employed nurses (including graduate nurses, when all other recruitment avenues fail) may be assigned to Obstetrics, Surgery, PACU, ICU, or ER, and shall receive at least four (4) weeks of orientation to the unit of assignment. The hospital will make an attempt to hire more experienced nurses than inexperienced nurses.
2. The orientee may be assigned to weekends on the unit and shift into which she is hired, up to a maximum of every other weekend, where there will be an opportunity to observe and perform direct patient care in conjunction with other staff nurses.

B. The orientee shall have a weekly conference with the Educational Coordinator/Instructor, and/or Nursing Management, along with the preceptor, to evaluate her progress in the orientation process. Nurses in the orientation program may have any part of the orientation process described above extended as determined by the Educational Coordinator/Instructor, or Nursing Management, but such extension shall not exceed the probationary period provided for in Section 2, Probation Program, above.

Section 6. Orientation Plan. A plan will be developed at the onset of orientation by Nursing Management, the Educational Coordinator/Instructor and the orientee. The preceptor will provide information relevant to the orientation plan once interaction with the orientee is commenced. The orientation period shall be supervised by the Educational Coordinator/Instructor and Nursing Management, with appropriate assistance in training to be provided by a group of preceptors.

Unit orientations provided for in this Article shall be under the direction of Nursing Leadership. The Educational Coordinator/Instructor will be available for consultation and assistance as required.

Nursing Management will attempt to make a lighter patient assignment to a preceptor assisting in the orientation process. Nursing Management will make an attempt not to pull a preceptor to another unit while she is assisting an orientee. The nurse who is precepting shall not receive a PLC while functioning in that role, unless agreed to by the nurse and Nursing Management. Should a preceptor believe that she is unable to provide both care to her patients and assistance to an orientee, the problem shall be resolved between Nursing Management and the preceptor. Orientation of new nurses to units will be the responsibility of Nursing Management. The orientee shall observe and participate in direct nursing care in conjunction with other staff nurses assigned to the unit. She shall not be assigned as a team leader or charge nurse, nor be considered a part of the staffing pattern.

Section 7. New Graduates. The new graduate will not be placed in their unit of hire pull rotation list until six (6) weeks after the completion of their orientation. When minimal staffing levels are in place, the new graduate may be pulled within the six (6) week time period, depending on the number and qualifications of the remaining staff members.

ARTICLE 8

Hours of Work

Section 1. Work Schedules. A normal work schedule for full-time nurses shall consist of eighty (80) hours of work performed in ten (10) eight (8)-hour shifts during each fourteen (14) day pay period, which shall commence at 7:00 a.m. every other Sunday. A full-time nurse is regularly scheduled seventy-two (72) hours or greater in a two (2) week pay period.

Fixed seventy-two (72) hour schedules consisting of nine (9) eight (8)-hour shifts per pay period, may be created with the mutual agreement of the affected nurse and the Hospital. Pay will be commensurate with hours worked and full-time benefits. Upon mutual agreement, the nurse can work an additional shift so as to equal eighty (80) hours in a pay period.

Full-time, twelve (12)-hour nurses will be scheduled to work three (3) twelve (12)-hour shifts each week and will be eligible for full-time benefits.

Nurses will not be required to work greater than sixteen (16) continuous hours unless in an on-call status.

If realignment or permanent reduction of the schedule in accordance with Article 13, Seniority & Years of Service, forces an applicable nurse to transfer into another twelve (12)- hour position containing six (6) twelve (12)-hour shifts per pay period, the transfer will not be considered voluntary. In such a situation the nurse has the option to continue the one (1) eight (8)-hour shift and thereby the "grandfathered" status.

Scheduling and assignment of work including shift times, overtime, shift rotation and weekend rotation will be the sole responsibility of the Hospital; however, no nurse shall be scheduled without her consent to work more than two (2) different shifts during a calendar week, subject to the contingencies set forth in the next sentence. The Hospital will attempt to rotate weekend duty fairly and equitably among like (similar hours of work, similar rotation) nurses within a unit, except where the needs of patient care, changes in facilities or methods, or unavailability of qualified nursing personnel prevent it from doing so. The Hospital will attempt to reduce the occasions when a nurse works a scheduled midnight shift and then returns to a scheduled day shift within twenty-four (24) hours of the end of the midnight shift.

Departments will utilize the scheduling module in its scheduling system to self-schedule their shifts. Prior to the final posting of the approved schedule, management will review the schedule, taking into account individual time off requests, seniority, and staffing needs.

Full-time and part-time nurses who are required by the Hospital to work more than five (5) scheduled consecutive days without a day off shall be compensated thereafter at a premium rate of time and one-half (1 1/2) their regular straight time hourly rate for each day worked, or portion thereof, until a day off is granted. The calculation of any regular overtime pay resulting from the additional hours worked as provided under Article 18, Wages, Section 8, Overtime, will not include the one-half (1/2) time premium portion of such premium rate. This means that overtime payments will not be duplicated for the same hours worked in accordance with Article 18, Wages, Section 8, Overtime - No Pyramiding. The calculation of overtime will be based on actual hours worked and in accordance with any regulatory requirements, such as the inclusion of shift differential. The premium pay provisions for hours worked beyond the five (5) consecutive days, as provided above in this paragraph, shall not apply to nurses in on- call status, whether or not they actually work while on-call, nurses who requested to work more than five (5) scheduled consecutive days without a day off and to nurses receiving any pay for hours not worked under the provisions of this Agreement

Twelve (12)-hour nurses will not be scheduled on more than three (3) consecutive days unless requested by a nurse.

Third shift nurses may schedule their weekend off on Friday and Saturday nights, if satisfactory arrangements can be made among the nurses on a particular unit on a voluntary basis, provided that no overtime will be incurred as a result of such scheduling.

Split Weekends/Extra Weekend Days Off. A split weekend occurs when a nurse is scheduled to work one weekend day that falls on her normally scheduled weekend off. An extra weekend off occurs when a nurse is not scheduled to work one weekend day of her normally scheduled weekend to work.

The Hospital will attempt to reduce the occasions when split weekends are required by careful administration and monitoring of the PTO, holiday and leave of absence programs. Weekend coverage will be evaluated periodically and adjusted as the need is identified through established processes. Consideration will also be given to increasing the number of nurses permitted to working "every third" weekend.

If the need for a split weekend is identified, volunteers will first be sought by rotating seniority. If no volunteer exists, split weekends will be assigned by reverse seniority.

If the need for an extra weekend day off is identified, volunteers will first be sought by rotating seniority. If no volunteer exists, prior to the posting of the schedule, extra weekend days off will first be assigned to the "every other" weekend nurse by seniority on a rotating basis. Once the schedule has been posted, if additional weekend days off are available it will then be assigned by seniority on a rotating basis.

The Hospital, at its option, may offer applicable nurses the opportunity to voluntarily switch holiday and weekend rotation on a permanent basis so long as overtime does not result from the switch. Upon implementation of this voluntary change, the Hospital will schedule the nurse one (1) extra weekend off and the next Christmas Holiday off.

Section 2. Shift Rotation/Assignment. The Hospital may post available positions on a straight day, afternoon, night or rotating basis (rotation shifts) where it determines that it is operationally and financially advantageous to do so. A straight day shift position will be offered on each unit for 25% or more of all positions per unit, if able to safely cover the off-shifts with the remaining staff members. The designation of a shift should be in accordance with Article 11, Flexible Scheduling and Working Options, Section 1, Criteria/Shift Defined. Nurses assigned to a rotating schedule shall be required to rotate either to the afternoon or night shifts (rotation shifts), except for those nurses who elected to work straight afternoon or night shifts. Rotation shift time shall

be assigned fairly and equitably among all nurses on a unit and in a specific rotation shift, with the larger amount of day shifts being assigned to the most senior nurse within a six (6) week schedule.

If mutually agreeable between the Hospital and a majority of those nurses affected, a nurse who rotates may choose to work a straight afternoon or night shift for a period not to exceed six (6) months following which she shall return to the required rotation. If the end of the six (6) month period occurs in the middle of a schedule, the return to rotation will begin with the next posted schedule.

If staffing needs require, the Hospital may assign nurses to rotation shifts by inverse order of seniority among full-time or part-time nurses. Should temporary staffing needs arise which last no greater than six (6) months, and which necessitate a particular rotation shift change, due to vacation schedules, leaves of absences, employment turnover, changed staffing needs or similar causes, the Hospital shall have the right to require nurses on a particular unit to work rotation shifts as necessary to meet staffing needs in accordance with bargaining unit seniority. In the event temporary staffing needs arise which necessitate a particular rotation shift change, the Hospital commits to reassessing this temporary need at least every scheduling period.

Section 3. PRN Nurses. In order to maintain PRN status, a nurse, who works in a unit that does not take call and those that work in the operating room, must work thirty-six (36) hours per six (6) week schedule, which should include at least one (1) weekend shift, based upon the needs of the unit, if offered the opportunity to do so by Nursing Management.

PRN nurses must also work a twelve (12) hour shift over two (2) holidays per calendar year, which shall be considered part of a PRN's required hours for the six (6) week schedule in which the holiday falls. Conflicts that may arise in scheduling PRNs to work on the holiday will be resolved by seniority based on the PRN nurse's hire date.

In the two (2) weeks after a work schedule is posted, but before it begins, PRNs shall schedule their required hours by requesting to fill open shifts in the timekeeping system.

PRN nurses working in areas that have required on-call may have a portion of their required hours scheduled as on-call hours, based upon the needs of the unit.

Prior to the posting of each six (6) week schedule and before the PRN requests to schedule their required hours, the PRN nurse should notify nursing management of the dates and times that she is available to work and take call.

To meet the minimum requirements, PRNs must pick up shifts offered by Nursing Management. Picking up a shift for a co-worker outside of scheduling needs does not count toward the minimum requirements.

If, due to staffing needs, a staffing sharing (pulling) situation exists, a PRN nurse will be pulled to the unit with the staffing need, as provided for in Section 19 (Staff Sharing(Pulling)) of this Article.

If, due to a change in census or acuity, the PRN nurse's scheduled shift is not required, the Nursing Management may cancel the shift with at least two (2) hours of advance notice to the nurse. A cancelled shift will count toward the minimal requirement.

If a PRN nurse fails to meet the minimal requirements as defined above, exclusive of an approved extended absence, for any two (2) six (6)-week schedules, or one (1) general holiday as scheduled, she will be notified of her failure to meet the PRN requirement. If, after notification, the nurse at any time within the calendar year fails to meet her requirement for an six (6) week schedule, the nurse will be terminated.

Section 4. Posting of Work Schedules. Six (6) week work schedules, which may be visible electronically prior to, will typically be considered officially posted, two (2) Fridays in advance of their effective date. The posting will be done electronically. A nurse must submit her prioritized schedule requests, as outlined below, to her manager/director at least four (4) weeks in advance of posting of the upcoming six (6) week schedule.

Submission of schedule requests may occur through the electronic timekeeping system or through utilization of the designated "Request Form" as provided herein in Appendix C. Incomplete and/or incorrectly completed requests will not be honored. Communication will occur between management and nurses regarding any requests. If the nurse is unsure about either the electronic timekeeping system or the use of the form, she should communicate her concerns to her manager.

A request is defined as one shift or one full week of PTO and does not include bulk PTO requests. Said requests are limited to nine (9) per six (6) week schedule for full-time employees, seven (7) for part-time employees who are hired to work between sixty (60) and seventy-one (71) hours a pay period, six (68) for part-time employees who are hired to work between forty (40) and fifty-nine (59) hours a pay period, four (4) for PRN employees and six (6) on-call shifts.

Requests will be granted fairly and equitably, based on operational needs, and are not necessarily granted. Any discrepancies in requests submitted for non-holidays will be resolved by seniority in a fair and equitable manner. Holiday requests will be granted by seniority in a fair and equitable manner.

After schedules are posted, no changes will be permitted in the schedules unless the nurse desiring the change arranges for her own replacement, and provided that such changes can be made without the requirement of overtime pay by the Hospital. The Hospital shall approve or deny a written request for change within seventy-two (72) hours after the request for approval is made. Any discrepancies in the schedule will be communicated to the unit manager within two weeks after the schedule has been posted. The unit manager, who has the final authority over their unit's schedule, will then respond to that employee in a timely manner, via the hospital email, the resolution of their concern.

The Hospital shall have the right to alter these schedules as operational needs require but will notify affected personnel of such changes without undue delay.

Any nurse who reports for work at the wrong time, because she has not been notified of a schedule change, shall be guaranteed eight (8) hours of work or two (2) hours of pay. The Hospital will attempt to notify the nurse of the schedule change as early as possible, but no later than two (2) hours prior to the reporting time. A nurse shall be deemed to have been notified of a schedule change if the hospital attempted to notify her of the change at least two (2) hours prior to reporting for work.

The following Sections 5, 6, 7, and 8 of this Article are effective until the first full pay period following January 1, 2025, at which time they will be of no effect and shall all be replaced by the new Section 5 below:

Section 5. Lunch Periods. Nurses on the day and afternoon shifts will be allowed a period of thirty (30) minutes for lunch during a shift of work without pay. If the nurse leaves the Hospital during her lunch period she must clock out and in on the electronic time and attendance system. Nurses on the night shift shall be allowed a thirty (30) minute lunch period with pay. Twelve (12) hour nurses shall be allowed a thirty (30) minute lunch period with pay. Sleeping during lunch periods will not be permitted.

Members of nursing management can provide break and lunch relief if no member of the bargaining unit is available to provide the nurse with relief.

Section 6. Scheduling Lunches. The Hospital will make every reasonable effort, consistent with the requirements of patient care, to schedule lunch periods for nurses on the day and afternoon shifts while the cafeteria is open.

Section 7. Time Worked Unpaid Lunch. Nurses on the day and afternoon shifts who are required to work through the unpaid lunch periods and do not get a lunch period during the entire shift shall be paid time and one-half (1 1/2) for the time worked in lieu of lunch:

Section 8. Time Worked Paid Lunch. Nurses on the night shift and twelve (12)-hour shifts who are required to work through their paid lunch period and do not get a lunch period during the entire shift shall be paid at their straight time hourly rate for the time worked in lieu of lunch.

Effective the first full pay period following January 1, 2025, the foregoing Sections 5, 6, 7, and 8 of this Article shall be of no effect and, instead, shall all be replaced by the following Section 5:

Section 5. Lunch Periods. Nurses will be allowed a period of thirty (30) minutes for lunch during a shift of work without pay. Nurses who are required to work through their lunch period and do not get a lunch period during the entire shift shall be paid at their straight time hourly rate for the time worked in lieu of lunch.

The Hospital will make every reasonable effort, consistent with the requirements of patient care, to schedule lunch periods for nurses on the day and afternoon shifts while the cafeteria is open. Sleeping during lunch periods will not be permitted.

Members of nursing management can provide break and lunch relief if no member of the bargaining unit is available to provide the nurse with relief.

Section 9. Rest Breaks. Nurses will be permitted one (1) fifteen (15) minute break period during each shift. Twelve (12)-hour nurses will be granted a second fifteen (15) minute break during the last four (4) hours of the shift.

Section 10. Leaving the Hospital. Nurses shall be permitted to leave the Hospital on breaks and lunch, provided that they notify management in advance and clock out and in on the electronic time and attendance system

Section 11. Scheduling. Lunch periods and break periods will be scheduled by the charge nurse so as to provide adequate nursing coverage of all stations at all times. Nurses are expected to take

lunch and break periods as patient care needs permit. Nurses must notify Nursing Management if they are unable to take lunch and breaks as scheduled.

Nurses shall be permitted to take their break in suitable areas on their unit, if available, provided that no food shall be brought or consumed on the units. The Hospital will continue to make reasonable efforts to provide lounge and/or locker room facilities for Registered Nurses.

Section 12. Time and Attendance. All nurses shall be paid on the basis of time recorded on the electronic time and attendance system. Time must be entered upon arrival for work and at the close of the shift. If a nurse should leave the Hospital premises for any reason prior to the completion of a shift, the time must be entered at the time of her departure, and, if she thereafter returns to work, the time must be entered again when she again commences work.

Section 13. Available/Called In. A full-time or part-time nurse not in an "on-call" status under this Agreement who is called out to work shall be provided with four (4) hours of work or pay, except the nurse scheduled to work the next shift after that in which the callout takes place shall receive four (4) hours pay and be permitted to leave the Hospital upon the completion of the procedure involved, unless requested to continue work after the completion of the procedure by Nursing Management. The provisions of this Section shall not apply to nurses who are required to stay over a shift on which the nurse is already working, unless the nurse works two (2) or more hours past the end of their shift. The provisions of this Section shall not apply to disaster drills or to callouts made in connection with potential disasters or other similar situations.

A nurse who is not in an on-call status who is called out to work within one hour after the start of a shift shall be paid for the full shift if she reports for work within one and one-half (1 1/2) hours of notice to do so.

Section 14. On-call. On any unit where on-call is required, the nurse must be available within thirty (30) minutes from the time that she is called in, unless department policy provides for an extended time period. Where on-call is required, it will be assigned by the Hospital on a rotating basis. When the assigned on-call needs to be reassigned, the assignment of on-call is done on a rotating basis by reverse seniority over the last three floating years. This mandation can be done up to seventy- two (72) hours in advance of the time frame for the call, but every reasonable effort will continue to be made to cover the call assignment without needing to implement the mandation. Mandation of call will not exceed twenty-four (24) hours for one day of a weekend, twelve (12) hours on a holiday, or between twelve (12) and sixteen (16) hours on a weekday.

An RN who is in an on-call status and is required to work greater than or equal to sixteen (16) hours in a twenty-four (24) hour period has the right to eight (8) hours of rest before returning to work. These eight (8) hours of rest will begin at the point that the nurse clocks out. If the nurse is still on-call at the point that the sixteen (16) hour maximum is reached the nurse is required to complete her on-call status. The nurse is responsible for notifying nursing management of meeting the sixteen (16) hour maximum and the need for the eight (8) hour rest period. If the nurse feels that the eight (8) hour rest period will not alleviate her concerns of safety when working her scheduled shift that day, communication will occur between nursing management and the nurse. Any elimination or reduction in hours of the shift will not result in those hours counted towards absenteeism or tardiness.

If a nurse has an episode of absenteeism on the same day that she is on-call, that absence relieves them of their on-call obligation, if mutually agreeable between nursing management and the nurse. The nurse who then assumes that call coverage, either voluntarily or through mandation, can choose to release a day of their call to the nurse who was absent, as long as the call hours are equal and compatible. The day that is released will be determined by nursing management.

On any unit where on-call is not required, a nurse who volunteers to be on-call is required to arrive within one hour of notice. For those units that do not require on-call, a nurse cannot be mandated to be placed on-call.

Section 15. Weekend Work Obligation. Each nurse, unless she agrees otherwise, shall not be regularly scheduled less than two (2) weekends off in each six (6) week scheduling cycle. For purposes of this Section only, the sixth (6th) weekend of the scheduling cycle shall be the last day of the cycle and the first day of the following cycle. In interpreting and administering this Section, the following shall apply:

- a. A nurse required to work one (1) shift on a split weekend shall be considered to have worked the weekend.
- b. A nurse who calls off one (1) shift on a weekend on which she is scheduled to work shall be considered to have had the weekend off. A nurse who finds her own replacement to cover her absenteeism on the weekend will not be considered to have missed her weekend to work.
- c. A nurse on a day-night rotation who is required to work the Friday night shift preceding a weekend off which precedes her rotation to the day shift on Monday shall be considered to have worked the weekend.

- d. This Section shall apply only to weekends as scheduled by the Hospital. Any subsequent trading of weekends by nurses shall not be considered under this Section.
- e. Any nurse working "every third" weekend will be required to make up every weekend day missed within the next six (6) weeks, the next six (6) week schedule, or the scheduling period next following depending on unit need. Every effort will be made to avoid the payment of overtime including the revision of the nurse's regular work schedule if necessary.
- f. A nurse working every other weekend will be required to start making up any absent weekend hours after the second (2nd) weekend day missed. Make up weekend hours may be done on the current six (6) week schedule, the next six (6) week schedule, or the scheduling period next following depending on unit need. Every effort will be made to avoid the payment of overtime including the revision of the nurse's regular work schedule if necessary.
- g. The nurse will be notified at least forty-eight (48) hours in advance of the date that their weekend makeup will occur.

A nurse who does not receive three (3) weekends off as provided under this Article shall be paid at one and one-half (1 1/2) times their regular straight-time rate of pay for hours which she is required to work on the three (3) weekends off granted under this Section.

Section 16. "Every Third" Weekend Option. The Hospital may establish an "every third" weekend option. If a nurse bids and is successfully awarded an "every third" weekend position it is with the understanding that:

- a. The weekend incentive as defined under Article 17, Paid Time Off, Section 3, Weekend Incentive does not apply.
- b. If a nurse transfers to an "every third" weekend rotation and her granted bulk PTO falls over her weekend to work, it is the nurse's responsibility to trade or make up her assigned weekend, as defined under Article 17, Paid Time Off, Section 6, Transfer to "Every Third" Weekend Option.

- c. A nurse cannot be scheduled off or use paid time on the nurse's weekend to work unless the nurse trades her assigned weekend or finds her own replacement.
- d. Any nurse working "every third" weekend will be required to make up every weekend day missed within the next six (6) weeks, the next six (6) week schedule, or the scheduling period next following depending on unit need. Every effort will be made to avoid the payment of overtime including the revision of the nurse's regular work schedule if necessary, as defined under Section 15, Weekend Work Obligations above.
- e. If a nurse who works "every third" weekend is suspended due to absenteeism she will forfeit the "every third" weekend option and return to her posted every other weekend rotation. The open "every third" weekend option will then be posted following the on-unit posting process, as defined under Article 9, Absenteeism/Funeral/Jury Duty/Subpoena Pay, Section 1, Definitions and Procedures.
- f. A nurse who works twelve (12) hour shifts or a combination shift of eight (8) hour shifts and twelve (12) hour shifts may be scheduled to work twelve (12) hours on their weekend to maintain appropriate staffing levels.
- g. The Easter Sunday holiday will be worked by the scheduled weekend nurse. Nurses working "every third" weekend will work the Easter holiday based on their AB holiday rotation as defined in Article 16, Holidays, Section 5, Holiday Work Assignments.
- h. Nurses who work "every third" weekend minimally need to take twenty-four (24) hours of PTO the week that contains their weekend to work. These hours will be considered a week's PTO in the granting of a summer month PTO. Nurses who work "every third" weekend can be granted up to thirty-six (36) hours of PTO the week that contains their weekend to work as long as they have provided their own coverage, without generating overtime, for the weekend shift at the time the week is requested as defined in Article 17, Paid Time Off, Section 2, PTO Sign Up.

Section 17. Open Shifts. When the Hospital determines that an open shift must be filled, it shall first offer the shift to nurses on the affected unit whose scheduled hours would permit the work to be performed on a straight time basis, prior to assigning the vacancy to a PRN nurse. When the Hospital anticipates a need for additional nursing staff, it may offer, in order of seniority, on-call hours with shifts and hours congruent with need, for voluntary acceptance by the nurse. Every reasonable effort will be made by the Hospital to grant a nurse's request to be scheduled

off during the same pay period for the equivalent number of hours worked while on call on a scheduled day off.

If the Hospital determines it would be beneficial to the operational needs of the Hospital to switch a nurse's scheduled shifts, it will be done by seniority taking into consideration overtime, work schedules, and staff availability.

Section 18. Centralized List for Willingness to Work. A centralized list will be maintained in the nursing office for nurses to indicate a willingness to work extra days, holidays, and weekends for absenteeism coverage and from which management will assign extra work on weekdays, weekends and holidays as indicated by the nurse.

Section 19. Staff Sharing (Pulling). A Pull is considered to be anytime you work off your unit for a period of two (2) or more hours of your normally scheduled hours of work.

Staff sharing (pulling) will be fair and equitable and will reflect the qualifications of the remaining staff members. When discrepancies arise on who shall be pulled, the more senior nurse of those nurses to be pulled, will have the first option. If staff sharing (pulling) is anticipated, every attempt will be made to cover the need with core staff until all avenues have been exhausted. LPN's will be considered in staff sharing (pulling) based on the needs of both units affected. The OR staff will only be staff shared (pulled) within the Perioperative units unless by the RN's own choice. When staff sharing (pulling) occurs, the registered staff nurse's working on a different unit will be assigned a unit nurse and/or receive a shared assignment. Every applicable unit shall maintain a pull list on the unit to determine whose turn it is to be pulled.

Exceptions to this provision are:

- a. In areas where only one (1) registered staff nurse works at a time, the nurse working on the unit will first be provided with the appropriate orientation before she is subject to staff sharing (pulling) on such a unit.
- b. Permanent charge nurses will not be pulled while working in that capacity.
- c. If a full time or part time nurse had picked up a need on the unit where the staff is to be pulled from, the nurse will be contacted to determine if she is willing to work another unit during that shift. If the nurse declines, she will be called off.

- d. If a PRN nurse is scheduled, the PRN nurse will always be pulled to the unit with the staffing need, as long as they are qualified to perform the required duties of the unit.

With any staff sharing (pulling) situation the registered nurse should receive and accept assignment for such work which she is competent to perform. If any issues are identified concerning staff sharing (pulling) they will be discussed at the Labor Management Committee. Evaluation of staff sharing (pulling) will be done quarterly at the Labor Management Committee with the membership providing data from the nursing units pull logs.

When a nurse is to serve in another role on her own unit (example - unit clerk, patient care tech, or nursing assistant) volunteers by seniority will first be sought to fulfill the role. If there are no volunteers, assignment of the role will be done on a rotational basis by reverse seniority, starting over with each pay period.

Section 20. Displacement. Displacement occurs when a nurse is pulled from her home/dual/multi nursing unit to work another unit, while a nurse from yet another unit works on the first nurse's home unit. Displacement will be limited as much as possible but may occur based on the qualifications of the nurses working on either unit and/or patient safety needs.

Section 21. Scheduled Overtime. No overtime will be scheduled prior to the point that the time schedule is posted.

Section 22. Staffing Needs List. A nurse needs list for each unit will be created, either electronically or manually, to correspond with each new six (6) week schedule for the purpose of fulfilling identified unit staffing needs with qualified nurses in a straight hour fashion first, then allowing for overtime hours if staffing need remain unfilled.

A four (4) tier system for a nurse needs list sign-up and approval will be followed:

- First tier (0-5 days posted) Nurse needs list will be posted for five (5) days in which only qualified nurses within the unit may sign up for additional non-overtime hours;
- Second tier: (6-10 days posted) From day six (6) of needs list posting to day ten (10), casuals within the unit may sign up as needed;

- Third tier: (10 - 15 days posted) From day ten (10) of needs list posting to day fifteen (15), qualified nurses within the unit may sign up for a maximum total 48- hour work week as needed;
- Fourth tier (from day 15 forward) From day fifteen (15) forward of the needs list posting, qualified nurses within and outside the specific unit are permitted to pick up additional work hours as they exist on nurse staffing needs list.

Section 23. Uneven Trades. With Nursing Management approval, a nurse may obtain her own coverage using an appropriately qualified nurse, and will use paid time, if available, for all hours not evenly traded.

ARTICLE 9

Absenteeism/Funeral/Jury Duty/Subpoena Pay

Nurses are expected to report to work on time for every scheduled shift. A pattern of chronic or excessive absenteeism by a nurse, or the failure of a nurse to properly notify Nursing Management of the intent to be absent, shall be grounds for disciplinary action, up to and including termination.

Section 1. Definitions and Procedures.

Scheduled Shift - A scheduled shift is any shift to which an employee has agreed or been assigned to work, including regular, overtime and holiday shifts.

Rolling Year - Rolling year is defined as the twelve (12) month period of active employment immediately preceding the most recent chargeable attendance violation. A rolling year may be extended to exclude any period of absence for which an employee was on an approved leave of absence. FOR PURPOSES OF ARTICLE 9 SECTION 1 THE ROLLING YEAR WILL BEGIN WHEN THE NEW HRIS SYSTEM IS IMPLEMENTED NOTING THAT ALL ATTENDANCE RELATED DISCIPLINES AND ATTENDANCE INFRACTIONS WILL BE REMOVED FROM ALL EMPLOYEES RECORDS AND THE EMPLOYEE WILL START WITH ZERO (0) EVENTS ON THEIR RECORD.

No Call/No Show - A No Call/No Show occurs when an employee fails to provide any notification of an absence or provides notification at or after the midpoint of the scheduled shift. The notification requirement may be waived only where extraordinary circumstances exist that prevent a timely call- in. The decision of whether extraordinary circumstances exist is at the

discretion of management upon consultation with Human Resources. Each incident of no call/no show results in one (1) level of corrective action. Three (3) no call/no shows results in termination.

Late Call Off Absence- A late call Off Absence results when an employee fails to provide timely notification of an absence according to established departmental standards. Late call Off Absence days are paid if the employee has available PTO, otherwise the absence is unpaid.

Holiday Absence - A Holiday Absence is defined as an absence on one (1) of the designated Cleveland Clinic Union Hospital recognized holidays and/or the employee's first scheduled shift preceding and/or following the recognized holiday, as long as the missed shift(s) is within three (3) calendar days of the recognized holiday. Each Holiday Absence is paid if the employee has available PTO, otherwise the absence is unpaid (refer to Paid Time Off (PTO) policy)

Example:

- If an employee is scheduled off on the recognized holiday and fails to report to work on the scheduled shift before and/or after the recognized holiday, as long as the missed shift(s) is within three (3) calendar days of the recognized holiday, two (2) occurrences for each missed shift will be issued. For example, if an employee is scheduled off on Christmas and fails to report for a scheduled shift on December 22nd, then the employee will receive two (2) occurrences for this missed December 22nd shift.
- If an employee is scheduled to work on the recognized holiday and/or the scheduled shift before and/or after the recognized holiday, as long as the missed shift(s) is within three (3)calendar days of the recognized holiday, and fails to report to work for any of those scheduled shifts two (2) occurrences for each missed shift will be issued. For example, if an employee is scheduled to work on Christmas and fails to report for a scheduled shift on December 22nd, then the employee will receive two (2) occurrences for this missed December 22nd shift.

Unscheduled time Off (UTO) - UTO applies when an employee fails to work as scheduled or fails to work fifty percent (50%) or more of a scheduled shift but has met the requirement for reporting off in a timely manner according to their division/departmental standards. UTO Is paid if the employee has available PTO, otherwise UTO is unpaid (refer to schedule below for occurrence/violation standards).

Tardy - A Tardy occurs when an employee reports to work after the scheduled starting time and prior to the midpoint of shift. (If an employee reports to work after more than the mid-point of the shift, please refer to the Unscheduled Time Off (UTO) definition). Employees who report one

(1) hour or more after the start of their scheduled shift, but prior to the midpoint of the scheduled shift, must provide notification according to departmental standards.

- An employee who reports to work one (1) hour or more after the start of their scheduled shift but prior to the midpoint of the scheduled shift may, at the discretion of the supervisor, be allowed to work or may be sent home. An employee who is sent home will be required to use PTO provided they have sufficient PTO hours, otherwise the absence is unpaid.

Early Clock In- Early Clock in occurs when an employee clocks in more than seven (7) minutes before the start of the scheduled shift without permission.

Left Early - A Left Early applies when an employee, at their own request, leaves work with supervisory notification and with less than fifty percent 50% of their scheduled shift remaining, this does not apply to LOW's.

Personal Illness Provision - Allows an employee up to three (3) consecutive shifts absent as UTO due to own illness to count as one (1) occurrence to be used only once per a rolling twelve (12) month period (refer to General Provision section of this policy for tracking Information). A Late Call Off or a Holiday Absence cannot be included in any of the three (3) consecutive shifts absent.

Section 2. Policy Implementation.

Attendance Standards

A. Violations of the attendance standards will result in the Issuance of occurrence(s) to the employee according to the table listed below.

Violations	Occurrences
No Call/No Show	Each incident results in one (1) level of corrective action, three (3) incidents results in termination
Personal Illness Provision	Refer to General Provisions section (H)

Late Call Off Absence	Two (2) occurrences (one (1) occurrence for not calling off in a timely manner + one (1) occurrence for the unscheduled)
Holiday Absence <ul style="list-style-type: none"> Includes a scheduled shift on the recognized holiday and/or the employee's first scheduled shift preceding and/or following the recognized holiday, as long as the shift is within three (3) calendar days of the recognized holiday. 	Two (2) occurrences
Unscheduled Time Off (UTO) <ul style="list-style-type: none"> Each missed shift 	One (1) occurrence
Each event of Tardy, Left Early (excludes LOW)	Three (3) (any combination) = One (1) occurrence

Allowed Occurrences after which employee is subject to Corrective Action				
	Initial New	After Initial New Hire Period		
Employees working 5 shifts	2	7	3	7
Employees working 3 – 4	1	5	2	5
Employees working 1 - 2	1	4	1	4

B. Corrective action should be issued as follows (and as listed on the schedule above):

- To an employee who works five (5) shifts per week when they have has exceeded seven (7) occurrences in a rolling year,
- To an employee who works an average of three (3) or four (4) shifts per week when they have has exceeded five (5) occurrences in a rolling year, and
- To an employee who works an average of one (1) or two (2) shifts per week when they have has exceeded four (4) occurrences in a rolling year.

C. All subsequent corrective actions should be issued when an employee has exceeded the allowable occurrences (as listed in the schedule above):

- Within six (6) months of the last corrective action for attendance, or
- Between six (6) months but less than one (1) year of the last corrective act on issued for attendance.

D. Initial New Hire Period - For attendance purposes, emergencies or illnesses that occur during the initial new hire period are unpaid. During the initial new hire period corrective action for attendance should be issued as follows (and listed on the schedule above):

- To an employee who works five (5) shifts per week when they have exceeded two (2) occurrences.
- To an employee who works an average of three (3) or four (4) shifts per week when they have exceeded one (1) occurrence ,and
- To an employee who works an average of one (1) or two (2) shifts per week when they have exceeded one (1) occurrence.

Once an employee in the initial new hire period has received corrective action for attendance, any single, subsequent attendance violation may result in termination. Employees in their initial new hire period are not entitled to **progressive** corrective action.

E. If the potential exists for multiple attendance violations to apply in a particular situation, the violation with the higher occurrence assessment is utilized.

Notification of Absence or Late Arrival

A. If unable to work as scheduled, an employee must notify the division/department in accordance with established divisional departmental standards. The standard for notification for absence in the event the department does not have an established policy will be two (2) hours prior to the beginning of the shift.

B. Notification must be made each day in the event of a multi-day absence, unless the employee and the supervisor have agreed in advance to a date of return. If unable to return on the agreed upon date, the employee must again notify the supervisor as soon as practicable prior to the originally agreed upon date of return.

C. The notification requirement maybe waived only where extraordinary circumstances exist which prevent a timely call-in. The decision of whether extraordinary circumstances exist is at the discretion of management upon consultation with Human Resources.

Absences occurring in conjunction with an approved Leave of Absence are not chargeable occurrences.

Section 3. GENERAL PROVISIONS.

A. Any demonstrated pattern of unscheduled time off or tardiness over a period of time, regardless of chargeable attendance violations or exempt or non-exempt status, may result in progressive corrective action.

B. The steps of documented progressive corrective action are as follows:

- Step 1: Documented Counseling
- Step 2: Written Corrective Action
- Step 3: Final Written Warning
- Step 4: Termination

C. Any Corrective Action for attendance that is issued for a violation that occurs within one (1) year of the date of the most recent corrective action should be progressive in nature.

D. The use of Paid Time Off (PTO) Is approved in advance by supervision based on operational needs and the assumption the employee will have a sufficient balance of PTO hours to cover the time requested. It is the employee's responsibility to monitor their PTO balance and ensure the appropriate amount is available. (PTO balance Information is available on the Employee Self-Service Portal). if an employee does not have sufficient PTO available for a date requested, they can choose to work their scheduled shift or call off per department standards, in which case the employee will be subject to attendance occurrence(s) for time missed where no PTO was available.

E. Employees scheduled to work overtime or who voluntarily accept work beyond their scheduled shifts will be subject to the provisions of this policy.

F. Absences due to approved Leave of Absence, Maternity Leave, Parental Leave, Bereavement Leave, and Jury Duty/Witness Duty Leave are an exception from the assessment of occurrences under this policy. Likewise, absences due to additional periods of unpaid leave formally approved and granted by Cleveland Clinic Union Hospital as a reasonable accommodation

(under the ADA and similar state laws) as well as time off due to Workers' Compensation injuries are excluded from application of this policy.

G. When the Personal Illness Provision option is utilized by an employee, the first up through the third consecutive UTO will count as a total of one (1) occurrence. This provision may only be used once in a rolling twelve (12) month period. It cannot be utilized during the initial new hire period and cannot be combined with one of the Cleveland Clinic Union Hospital recognized holidays and/or the employee's first scheduled shift preceding and/or following the recognized holiday. It also cannot be combined with a Late Call Off. Employees must notify their manager on or before their first shift back to work if they intend to utilize the Personal Illness Provision.

H. Trade to Cover Absence: A nurse who obtains her own coverage for an unexpected absence due to illness or Injury, using an appropriately qualified nurse, will not have that time counted toward absenteeism. This coverage must not result in overtime unless approved by Management. Available paid time off benefits must be used for all hours not evenly traded.

Section 4. Perfect Attendance Incentive. If a nurse is not absent from any scheduled time for any reason during a one (1) calendar year period, excluding PTO, jury duty, paid funeral absence (up to three (3) days), other times where nurses are informed their services are not needed (LOWs) by the Hospital and applicable regulations or laws, the nurse will receive an additional eight (8) hours of paid time off (PTO) to be paid and taken in the following year.

Section 5. Bereavement Absence/Pay. In the event of death in the immediate family (i.e. spouse or significant other, father, mother, stepparent, brother, sister, child, stepchild, foster child, child with nurse's guardianship, grandchild, grandparent, father-in-law, mother-in-law, son- in-law or daughter-in-law) of a full-time or part-time nurse, the nurse shall receive an authorized absence of up to three (3) consecutive regularly scheduled working days in order to attend the funeral. The time off will be taken using up to twenty-four (24) hours of pay and shall be taken during the period starting on the day of death and ending two months following the date of death to attend a funeral or memorial service. For the purposes of this Section a day shall be defined as the twenty-four (24) hour period from 7:00 a.m. to 7:00 a.m. Pay provided for under this Section shall be computed on the basis of the nurse's regularly scheduled hours per day at the nurse's regular straight time hourly rate, excluding shift or other differentials, up to said total of twenty-four (24) hours. The nurse shall obtain and the Hospital reserves the right to require proof of relationship of the deceased and proof of attendance at the funeral as a prerequisite for payment of the benefits provided in this paragraph.

In the event a nurse attends the funeral or memorial service of a relative defined in this Section above which is more than five hundred (500) miles from Dover, Ohio, the nurse may request and the Hospital shall grant up to sixteen (16) consecutive additional hours of authorized absence from the nurse's scheduled hours commencing on the day following the day of the funeral or memorial service. The nurse shall be paid any balance remaining of the twenty-four (24) consecutive hours available for funeral pay, or the absence may be granted without funeral pay if such pay is exhausted. If unpaid time is granted, the nurse may use any available accrued paid time.

In the event of a death of the **sister-in-law**, or **brother-in-law** of a full-time or part-time nurse, the nurse shall receive an authorized absence with pay for one (1) regularly scheduled work day and time off without pay for one (1) regularly scheduled work day in order to attend the funeral or memorial service. The time off with and without pay shall commence on the date of death and shall terminate on the day of the funeral or memorial service. The nurse shall obtain and the Hospital reserves the right to require proof of relationship of the deceased and proof of attendance at the funeral or memorial service.

In the event of the death of the full-time or part-time nurse's, **niece, nephew, aunt, uncle, spouse's grandparents, or a person for whom the nurse was power of attorney**, the nurse will be granted one (1) regularly scheduled day off using available paid time benefits (paid time off (PTO)). If no paid time is available, the nurse may request the day off without pay in order to attend the funeral or memorial service. This time off will not be counted toward absenteeism as defined in this Article but will disqualify the nurse from meeting the requirements for perfect attendance. The nurse shall obtain and the Hospital reserves the right to require proof of relationship of the deceased and proof of attendance at the funeral or memorial service as a prerequisite for being granted this time off.

In the event of the death of the full-time or part-time nurse's **great grandparents**, the nurse may ask for a personal leave to attend the funeral or memorial service. This time off will not be counted toward absenteeism as defined in this Article but will disqualify the nurse from meeting the requirements for perfect attendance. The nurse shall obtain and the Hospital reserves the right to require proof of relationship of the deceased and proof of attendance at the funeral or memorial service as a prerequisite for being granted this time off.

In case of an absence with or without pay because of the death of a relative as set forth in the above two (2) paragraphs, the Hospital shall grant sixteen (16) additional hours off without pay to be taken consecutively with the absences provided for in this Section if the funeral or

memorial service is held more than five hundred (500) miles from Dover, Ohio and the nurse in fact attends the funeral or memorial service.

Additional time off without pay may be granted by the Hospital as circumstances require. If such time is granted, the nurse may use any available accrued paid time.

Should the death of an immediate family member occur during a full-time nurse's approved PTO, time off as provided in this Section will be considered as funeral absence, and the nurse shall receive additional PTO.

Section 6. Jury Duty Absence/Pay. When a full-time or part-time nurse loses time from work on any shift due to the performance of jury duty, the Hospital shall compensate her for all such time lost at her regular straight time hourly rate less differentials, if any, up to a limit of forty (40) hours per week. A first shift or second shift nurse will be excused from working her regularly scheduled shift on each day that she performs jury service. A third shift nurse will be excused from her regularly scheduled shift preceding the performance of jury service.

A twelve (12) hour nurse working the third shift may opt to work the first four (4) hours of her shift prior to the performance of jury duty. Time paid for jury service shall not be counted as time worked for purposes of overtime computation but shall be counted for all other purposes.

To be eligible for jury duty pay, a nurse shall notify the Hospital as soon as possible and shall remit to the Hospital fees paid by the court for services as a juror only, excluding any expense payments received in connection with jury service, to the payroll department.

Section 7. Subpoena Pay. The Hospital shall pay a nurse for time lost from work when a nurse is subpoenaed in court to testify regarding a work-related matter.

ARTICLE 10 **Leaves of Absence**

Section 1. Eligibility. All regular full-time and part-time nurses shall be eligible for a leave of absence as provided below. PRN status nurses are not eligible for leaves of absence. Except as may be provided by the terms and conditions of the Disability Insurance Plan (short term disability), all leaves of absence shall be granted without regular pay and other economic benefits, except as otherwise provided herein.

The types of leaves recognized are indicated below:

a. Family Medical Leave (FMLA)

The provisions of the Family and Medical Leave Act (FMLA) are specific and technical. The Hospital is obligated to administer the Act's provisions in a manner consistent with regulatory and judiciary requirements.

b. Medical Leaves of Absence (Non-FMLA)

Situations arise where the eligibility provisions of Family and Medical Leave Act do not apply. In these cases, nurses may be eligible for a medical leave of absence because of their own personal illness or injury.

Unless otherwise required by applicable law, a Medical Leave of Absence may be granted to a nurse upon date of hire for their own serious medical condition if: (1) the nurse classifies as "Active" on the date the leave began; and (2) the absence due to the medical condition exceeds seven (7) calendar days.

A nurse may be granted a medical leave of absence for a period not to exceed the lesser of twenty-seven (27) weeks or one thousand, eight (1,080) scheduled work hours for any one (1) period of disability, inclusive of FMLA leave taken for the employee's own serious medical condition.

All leaves and short-term disability benefits must be applied for on the forms provided by the Hospital. Nurses will report their disability to the Human Resources Department during the first day of absence or as soon as possible thereafter. Medical leave will not be granted unless satisfactory evidence of disability is presented to the Human Resources Department on the aforementioned forms. A nurse on leave will be required to keep the hospital up to date on the progress of her disability until such time as the leave of absence is authorized. Prior to returning to duty, nurses must present a medical certificate indicating fitness to return to duty satisfactory to the Hospital, at least three (3) days in advance of their intent to return to work.

c. Personal and Other Non-Medical Leaves of Absence

Personal leaves of absence may be granted for good cause for a period not to exceed sixty (60) days, provided the full time or part time nurse has successfully completed her new hire period and makes the request at least fourteen (14) days in advance of the commencement of such leave on the form provided. Such leave will be granted only at the option and convenience of the Hospital.

d. Military Leaves of Absence

Nurses shall be eligible for a military leave of absence in accordance with the applicable Federal Uniformed Services Employment and Reemployment Rights Act. Such leaves will be granted based on appropriate notification by the nurse and presentation of appropriate documentation.

e. Educational Leaves of Absence

Full-time or part-time staff nurses who have completed at least one (1) year of continuous service from their last date of employment may request an additional leave of absence for education in a job-related field which would contribute to their professional advancement as a Registered Nurse. Such leaves of absence may be granted by the Hospital at its option, based upon the needs of the Hospital as determined by the Hospital. The length of such leave of absence, if granted, shall be without pay or expense.

f. Other Employment during a Leave

No full-time or part-time nurse granted a leave of absence shall accept other employment during the period of her leave. Violation of this provision will result in termination of employment.

g. Misrepresentations

Nurses who misrepresent facts to obtain a leave of absence or secure a leave of absence on the basis of such misrepresentations may be dismissed by the Hospital. Failure of a nurse without a sufficient excuse to report for employment at the expiration of her leave or to secure an extension of her leave shall result in the termination of her employment by the Hospital.

h. Seniority/Job Status While on Leave

A nurse's seniority will continue to accrue while she is on a leave of absence. The Hospital shall hold the nurse's position for sixty (60) calendar days of leave, unless otherwise required by law. If required to do so, the Hospital shall have the right to transfer or reschedule other nurses as necessary to fill the position during this time. If the Hospital is unable to fill the position temporarily under the provisions set forth above after the sixty (60) day period, it shall have the right to fill the position permanently. Upon returning from leave, the nurse will be reinstated to her former position if it is available; otherwise, she shall be given whatever work is available, if any. If no work is available, the nurse will be considered in a layoff status and shall be returned to work in accordance with the provisions of Article 13, Seniority & Years of Service. There shall be no obligation on the part of the Hospital to provide work prior to the expiration of any leave of absence.

Section 2. Use of Paid Time. When an employee is receiving short term disability during an approved continuous FMLA or leave of absence for their own needs, the nurse must use up to forty (40) hours of paid time off (prorated based on FTE), if such time is available, for the waiting period for each instance of leave. If the nurse exhausts her short-term disability, and remains on leave, she will be expected to utilize paid time off during the remainder of her leave. Full-time employees may retain a balance of up to forty (40) hours (prorated based on FTE) for use when they return from medical leave.

Employees taking Intermittent FMLA will use available Paid Time Off.

ARTICLE 11

Flexible Scheduling and Working Options

Section 1. Criteria/Shift Defined. The Hospital may establish the following flexible scheduling and working option programs where it determines that it is operationally and financially advantageous to do so. The establishment of a flexible scheduling or working option program on any nursing unit shall not result in any increase in budgeted authorized hours, and the number of any such positions, if any, on a particular unit or shift shall be determined by the Hospital.

Shifts, for purposes of shift rotation limits, will be defined by the shift into which the majority of hours worked fall. The standard for determination is 7:00 a.m. to 3:30 p.m.; 3:00 p.m. to 11:30 p.m.; and 11:00 p.m. to 7:30 a.m.

Section 2. Flexible Scheduling. With the agreement of ONA and affected nurses, the Hospital may establish a new alternative starting time for specific positions on a particular unit. in such cases, the eighty (80)-hour, fourteen (14)-day provisions of Article 8, Hours of Work, Section 1, Work Schedules, shall not apply, and the daily overtime provisions of the Article 18, Wages , shall not apply where hours, not to exceed two (2), are worked in excess of eight (8) in a twenty-four (24)-hour period, solely as a result of variations in starting times of positions established under the provisions of this Section.

Section 3. Ten (10)-Hour Shifts. The Hospital has established a four (4)-day, ten (10)-hour work schedule in particular nursing areas. in such cases, the eighty (80)-hour, fourteen (14)-day provisions of Article 8, Hours of Work, Section 1, Work Schedules, shall not apply. PTO, jury duty and bereavement leave will be paid on the basis of ten (10) hours per day.

Section 4. Twelve (12) Hour Shifts. The Hospital has established twelve (12)-hour work schedules in particular nursing areas. PTO, jury duty and bereavement leave will be paid on the basis of twelve (12) hours per day subject to the maximum number of hours normally provided to an eight (8) hour nurse. All of the provisions of this Agreement shall apply to nurses working twelve (12) hour shifts (herein "twelve (12) hour nurses"), except as modified in the appropriate Sections of the Agreement.

Section 5. Combination Shifts. The Hospital has established work week schedules consisting of two (2) twelve (12)-hour shifts and two (2) eight (8)-hour shifts. Overtime will be earned for all time worked in excess of twelve (12) hours in a shift or for time in excess of forty (40) hours per week. All other benefits will be in accordance with the nurse's full- time equivalency status, and the nurse's respective scheduled shift, be it eight (8) or twelve (12) hours.

The combination shifts will not replace the current Flexible Twelve (12) Program or the schedules of nurses within that program.

ARTICLE 12

Float Pool

Section 1. Purpose. The Hospital shall maintain a Float Pool, which shall be used to supplement unit staffing during emergencies and/or daily patient care needs. To the extent available, the Hospital shall schedule a minimum of one (1) float pool nurse per shift. At least one float pool nurse will be assigned to float the house, as able. When the float pool nurse is not available, then the staff share (pulled) nurse will be given a resource person or shared assignment if needed. The float nurses shall be designated on the nursing schedule and will be assigned at the discretion of Nursing Management.

Section 2. Float Pool Holidays. Should a holiday be worked by any float pool nurse, premium pay will be earned in accordance with Article 16, Holidays. PTO is entitled in accordance with Article 16, Holidays. The Easter Sunday holiday will be worked by the scheduled weekend float pool nurse. Float pool nurses are also required to sign up and work one (1) additional fixed general holiday shift per year. The holiday shifts available for sign up are determined by management and are granted to float nurses based on seniority. If due to a change in census or acuity the float nurse's scheduled shift on the holiday is not required, the Hospital may cancel the shift with at least two (2) hours advance notice to the nurse. A cancelled shift will count as a holiday worked. At the float nurse's option and with prior approval of management, holiday shifts above and beyond the above stated requirement may be worked.

Float nurses hired after June 28, 2024, will work in accordance with Article 16, Holidays.

Section 3. Float Availability. If issues with float availability arise during the course of the Agreement, the parties hereby agree to meet and work through the Labor Management Committee in an effort to resolve the identified issue.

ARTICLE 13

Seniority/Vacation Credits/Years of Service

Section 1. Bargaining Unit Seniority. Bargaining unit seniority provides the right of a nurse to continue employment with the Hospital. It defines the seniority of each nurse relative to the seniority of other bargaining unit nurses. It is used to determine and exercise job rights under the terms and conditions of the Agreement provided the nurse has successfully completed her probationary period. It will be exercised in decisions relating to reductions in force, recall, bidding on posted positions, transfers and selection of PTO. A nurse's seniority hours will be established based on her last date of hire or rehire whichever is applicable.

Full-time nurses will be credited with a full two thousand and eighty (2,080) seniority hours regardless of the number of hours worked and paid each December 31st. A full-time nurse will continue to accrue seniority while on leave of absence.

During the first year of employment, a full-time nurse is credited with eighty (80) seniority hours for each pay period worked.

Part-time nurses will be credited with seniority hours on the basis of hours worked and paid with two thousand and eighty (2,080) hours, such hours equal to one (1) year of seniority. They will be credited for a leave of absence for personal illness/injury not to exceed three (3) months. The hours credited while on leave will be equal to the number of hours that would have otherwise been scheduled during the leave.

Bargaining unit seniority will not be used to determine wage progression, PTO or other benefits provided for in the Agreement.

Section 2. PRN Status Seniority. PRN nurses do not accrue seniority for time worked in PRN status. Providing the work requirements associated with PRN status are met, all seniority will remain frozen while in PRN status. Seniority will again accrue when a regular position is assumed.

Section 3. Breaking Seniority. Seniority shall be broken when a nurse:

- a. Quits, resigns, retires or otherwise leaves bargaining unit employment, except as provided in Section 10, Retention of Seniority Hours, of this Article;
- b. Is terminated for cause;
- c. Exceeds an approved leave of absence;
- d. Is absent for three (3) consecutive working days without notifying the Hospital;
- e. Fails to report for work within three (3) working days after being notified by mail to do so, unless proper excuse is shown;
- f. Is laid off for twenty-four (24) consecutive months;
- g. Is on sick leave for twenty-four (24) consecutive months;
- h. PRN nurses who fail to work the minimum work requirements.

Section 4. Seniority List. A seniority list for all nurses shall be prepared by the Hospital as of the payroll period ending nearest December 31 and July 1 of each year showing the seniority of each bargaining unit nurse in each employment category. Such lists will be posted and maintained at each nursing station within sixty (60) days thereafter. A nurse who feels that her designated seniority is incorrect must make objection in writing to the Vice President; Nursing Services within four (4) 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 as shown thereon. Should the Hospital institute a reduction in the nursing force under the provisions of this Article, Section 14, Permanent Reduction, a list will be prepared defining the nurses' date of entry into the ONA.

Section 5. Years of Service. Hospital years of service are determined by a nurse's most recent anniversary date of hire or rehire, whichever is applicable, provided she has successfully completed her probationary period.

Section 6. Vacancy. A vacancy is defined as a permanent opening in any bargaining unit classification on any unit or any shift where the Hospital has increased the number of regular positions available in the classification or where an opening occurs in a position in the

classification which the Hospital desires to fill and has declared to be a vacancy. When a vacancy occurs, unit need and history of staff pulling will be taken into consideration when determining the replacement unit, shift and weekend rotation.

When a vacancy is determined, Nursing Management will submit a request for an approved Requisition in the HRIS system, and Talent Acquisition will prepare a job posting. This notice of the vacancy shall state the unit and shift on which the vacancy exists, the qualifications and core competencies required and the time that the bidding will be closed. Such notice shall remain posted for five (5) calendar days. Nurses who wish to be considered for the vacancy shall apply online through the HRIS system by the end of the posting period. Nurses who are on leave of absence are eligible to apply online indicating their desire to be considered for a position, as long as her anticipated return to work date is within thirty (30) days of the last day of the posting period..

All eligible bids shall be evaluated, and the vacancy shall be awarded within two (2) working days after the review process is completed or as soon as possible. All eligible candidates for a position will be evaluated based on the following criteria:

1. Experience, being defined by the core competencies of the position, which is included on the vacancy posting.
2. Training, being defined as RN role performance and certifications.
3. Performance, being defined as the absence of any disciplines in a rolling 12- month period, and attendance.

The position will be awarded to that candidate who is most qualified, based upon the above criteria. If all of the above is equal, RN bargaining unit seniority shall control. If two or more nurses have the same qualifications and the same seniority, the presence of an advanced degree (BSN or above) shall control.

No nurse will be considered for a position if they have had a written warning discipline or above in last rolling twelve (12) month period, unless they are the only applicant.

No nurse may be awarded more than one (1) vacancy, in any floating twelve (12) - month period from the date that a position is started.

Additionally, a nurse may only request and be awarded a PRN position one (1) time in a two (2) year period, and the acceptance of said PRN position will be considered one of the two (2) awarded vacancies allowed in the floating twelve (12) month period. The decision to allow a nurse to transfer to PRN status will be done on the basis of the nurse's education, training, performance (including attendance), and experience.

The successful bidder must notify Nursing Management within twenty-four (24) hours of her decision to accept or reject the bid once notification of award is made. If the successful bidder is going to be on PTO at the time the notification is to be made, she must leave a contact number with Nursing Management or communicate her acceptance of the position prior to her PTO. If Nursing Management is unable to contact the bidder at the designated number within forty-eight (48) hours, the bidder forfeits the bid and award. All other bidders will be notified that they did not get the posted position as soon as the successful bidder has been confirmed.

The successful bidder will be transferred, at a mutually agreeable time, to her new position as soon as her replacement is available to succeed her, but not longer than sixty (60) days after the award is made. Any posting that did not receive bids within the time frame provided and continues to remain vacant will be reduced to a memorandum and reposted so as to continue to solicit bids from the bargaining unit until the position is filled. The Hospital may fill the vacancy by hiring or by other means if no bids have been received or if the internal candidates do not meet the minimal qualifications for the position. When considering hiring from the outside, at least one (1) in-house applicant shall be considered for the position by utilizing the interview process.

On-Unit Postings: Postings that affect the nurse's shift or weekend rotation, or an equal change in hours worked and are not an increase or decrease in hours, may be posted on the nursing unit. Such notices shall remain posted for five (5) calendar days. Nurses who wish to be considered for this change shall so indicate in writing by completing the form provided for this purpose. The completed form will be submitted to a member of nursing management by the end of the posting period, provided, however that no nurse may be awarded more than two (2) vacancies in any twelve (12) - month period from the date that a position is awarded. All eligible bids shall be evaluated and the on-unit posting shall be awarded as soon as possible after the review process is completed. RN bargaining unit seniority will determine who is awarded this position.

No nurse will be considered for a position if they have had a written warning discipline or above in last rolling twelve (12) month period, unless they are the only applicant.

Should a nurse wish to voluntarily reduce the number of hours she works based on her current bid position, she should do so in writing to a member of nursing management. Provided management can grant the requested reduction of hours, the unit manager will determine the manner in which the reduced hours will be posted. If the total reduced hours are less than thirty-six (36) hours per pay period, the hours may be posted as a block of hours, or broken down into two or more postings, based on unit needs. The posting(s) can be an on-unit posting, unless management determines they wish to combine hours and post a new position. In this case the posting will be a bargaining unit job posting. Any bid positions which are affected by increasing or decreasing hours through this process will be updated and will count as one (1) of the two (2) vacancies allowed in any twelve (12) - month period.

Section 7. Dual/Multi Positions. Positions holding regular assignments in two (2) or more units may be created with vacancies and new position postings which will establish the holiday and weekend rotation and will indicate a base unit for PTO consideration and award, permanent reductions in workforce, supervision and evaluation. Staff sharing (pulling) and temporary reductions will occur in accordance with the affected unit and shift in which the nurse is assigned.

Section 8. Trial Period. A nurse awarded a vacancy under the foregoing procedure shall be allowed a reasonable trial period not to exceed four (4) weeks, from the first day of orientation on the unit, within which to demonstrate her ability to meet the performance requirements of the position. In the event the nurse does not qualify for the position, or requests to leave the position at any time during the trial period, she shall be returned to her former position, and other nurses who had followed in the bidding progression shall be returned to their former positions. A nurse who requests to leave a position as provided in the preceding sentence shall be ineligible to bid on any vacancy for a period of six (6) months.

Section 9. Retention of Seniority Hours. Should a full-time or part-time nurse take a position outside of the bargaining unit, she shall have her seniority under this Agreement frozen for a period of ninety (90) days, during which time she may return to a classification covered by this Agreement with all accrued seniority. A PRN nurse's seniority, if any, will remain frozen for ninety (90) days if she takes a position outside of the bargaining unit. Should she return to a classification which accrues seniority under this Agreement during this ninety (90)-day period, her seniority will be reinstated and she will recommence the accrual of seniority. Thereafter, any nurse who does not return to a bargaining unit classification in the allotted time shall lose her bargaining unit seniority, and should she seek employment in a bargaining unit position, she shall be considered for employment purposes under this Agreement as an applicant for employment. If reemployed in a bargaining unit position, she shall retain all Hospital seniority for benefit

purposes. Nothing contained in this Article or this Agreement shall prevent the Hospital from terminating any nurse employed in any category not covered by this Agreement during said ninety (90)-day period, and such termination shall not be subject to the grievance and arbitration provisions contained in this Agreement. In that case, any seniority which such nurse may have had under this Agreement shall be lost and she shall have no right to return to any classification covered by this Agreement.

Section 10. Identical Hours. When two (2) or more nurses have the identical seniority hours, then date of hire will be the determining date. If the dates of hire are identical, then the lowest number of the nurse's clock number will be the determining factor.

Section 11. Temporary Reductions. Changes in census levels at the Hospital may result in a lack of work (LOW) and a need to temporarily reduce the number of nurses working on a shift. There are multiple different ways that a nurse may be sent home, using the process provided for in this section:

- Voluntary LOW – A nurse may request to be sent home if census is low (typically asked for over the LOW line).
- Voluntary, Not Requested LOW – A nurse may not have called in for a LOW, but the census is low, and the nurse is willing to take the day off (usually to avoid another nurse from being mandated to take the day off). The nurse is not obligated to take this type of LOW.
- Involuntary LOW – An involuntary LOW occur if LOW is needed and an insufficient number of nurses have volunteered for a LOW.

All LOW hours accrue PTO hours. LOWs will be granted considering factors such as overtime, requests for paid time off, the hospital census and activity, qualifications of the nurses involved, and the timeframe of the submitted request for a LOW. Any concerns dealing with this issue should be discussed with any member of the Labor/Management Committee and deferred to that committee for consideration.

If there is a need for a LOW, the Hospital shall first seek to reduce the work force in the following order, taking into consideration the qualifications of the remaining nurses on the unit(s) and their ability to assume the job duties of the nurses who are given the time reporting off. For the purposes of this Section, PRN nurses have no seniority:

1. Those nurses (house-wide) who are in overtime for the shift, including picked up hours above a nurses normally scheduled hours:
 - a. Budgeted full-time or part-time nurses who are in overtime for the day who voluntarily take the time off
 - b. PRN nurses who are in overtime for the week
 - c. Budgeted full-time or part-time nurses who are in overtime for the day by reverse seniority
2. A full time or part time nurse who has accepted work above her normally scheduled hours of work who voluntarily seeks the time off by requesting the time off no later than two (2) hours prior to the beginning of the shift or if has not requested the time off by affected unit, by reverse seniority. If the nurse did not voluntarily seek the time off she may opt to remain on duty, over a PRN nurse, as long as she is not in overtime for the week.
3. Those nurses who requested the time off voluntarily, generally through the PLC line, but requesting the time off no later than twelve (12) hours prior to the beginning of the shift. Requests will be first granted to the nurse who is scheduled to work on the unit with excessive staff and then by date and time of the submitted LOW request.
4. PRN nurses who are scheduled house wide by reverse seniority.
5. Volunteers will be sought on the affected unit by seniority.
6. Mandating the lowest seniority nurse on the affected unit.

Affected nurses should be given the opportunity to perform quality assurance or other nursing functions for which they are qualified, and which is available, or given the opportunity to attend continuing education offerings up to and including eight (8) paid hours per year or whatever is needed, if less.

A nurse will only be affected by involuntary LOW one time during a pay period. If there is a need for further reduction during the same pay period, reductions will occur on a rotational basis by reverse seniority.

Nurses may request to use available paid benefit time during periods of temporary reductions. If the nurse subsequently works the shift for which she requested paid benefits, she may request

restoration of benefit time so long as she makes her request before the end of the current pay period.

Nurses affected by temporary reductions will have all hours which they volunteer or are mandated not to work considered as time worked for all benefit purposes.

A record of those nurses who have not worked because of involuntary temporary reduction through mandation as defined above will be maintained by Nursing Administration and shall be reported at Labor Management.

Section 12. Unit Realignment. Unit realignment occurs when a nurse's awarded position is permanently changed and bargaining unit positions of equal and/or greater status are available on the unit. Unit realignment involves changes in shifts and/or hours but does not involve additional staff and/or vacancies. When the Hospital identifies the need for unit realignment, representatives from the local unit leadership, the affected unit, and a representative from ONA will be notified by the Hospital and a meeting will be scheduled without delay to discuss changes identified. The purpose of the meeting will be to discuss the changes, examine alternatives and attempt to arrive at a workable solution. If the parties arrive at a workable solution, they will cooperate in implementing the joint plan. If the parties cannot agree on satisfactory alternatives following a reasonable effort, the Hospital's plan will be implemented and the realignment will proceed in the following fashion:

1. Notification to ONA at its Columbus office and notice of realignment will be posted on the unit at least forty-eight (48) hours prior to unit postings.
2. Unit postings of the realigned schedules available on the unit will be posted for eight (8) calendar days. Nurses may not increase their appointment status through the unit postings and bids. Awarding of shift changes shall be in accordance with seniority.
3. If the unit is not realigned following the unit postings, then the affected nurses will be notified that they are displaced.
4. Nurses remaining displaced may then bid on house wide postings in accordance with Section 7, Vacancy, of this Article, displace (bump) any junior nurse provided it is the most junior nurse with the desired status, shift and hours, or opt to be laid off. Nurses may bump nurses of equal or lesser appointment status, providing they have the basic skill, ability and experience as outlined in the new

position's job description, in accordance with bargaining unit seniority. Nurses must elect whether and where to bid, bump or to be laid off within seventy-two (72) hours.

5. Nurses who successfully bid into a vacancy will be provided an orientation in accordance with Article 7, Probationary Period - Orientation Period, Section 7, Transfer Orientation, as well as the trial period outlined in this Article, Section 9, Trial Period.
6. Nurses who bump will be provided reasonable support (e.g., familiarization, orientation checklist, resource person and/or staff sharing) during a reasonable trial period in which the nurse must demonstrate an ability to meet performance requirements of the position. The trial period is not to exceed ten (10) working days on the unit, with a one (1) time extension of ten (10) days by mutual agreement between the Hospital and the affected nurse, which will not be unreasonably denied. In the event the nurse does not meet the performance requirements, she shall be returned to the former unit into any unfilled position or the position on the former unit which is held by the least senior nurse, while the other nurses who had been subsequently affected would return to their former positions, provided the former positions are still in existence.
7. Management reserves the right to force place any nurse opting for layoff into vacancies holding the same appointment status as the position from which the displaced nurse previously held, providing the nurse has the skill, ability and experience required by the job description of the vacant position. All nurses who are force placed will be provided with an orientation period as outlined in Article 7, Probationary Period - Orientation Period, Section 7, Transfer Orientation, and a trial period consistent with that contained in this Article, Section 9, Trial Period.

Section 13. Permanent Reduction. A permanent reduction is a reduction in staff which may or may not be accompanied by other changes in shifts and hours. For the purposes of this Section, Seniority is determined based on the date of hire into the bargaining unit. If the Hospital determines that a permanent reduction in the nursing force is necessary, then such shall occur in the following fashion:

1. Notification to ONA at its Columbus office and the Local Unit Chairperson at least seven (7) calendar days in advance of any effective date of layoff.

2. The parties will jointly explore early retirement incentive packages which may reduce or alleviate the need for permanent reductions.
3. The parties will explore other opportunities for bargaining unit work before a permanent reduction occurs.
4. All temporary nurses will be terminated.
5. The Hospital will accept requests for voluntary reductions to the extent necessary. Such requests include the voluntary shortening of the regularly scheduled work week. Severance packages accompanying voluntary layoff will be discussed by the parties prior to any permanent reduction.
6. If further reductions are required, then probationary nurses on each affected unit will be laid off.
7. If further reductions are necessary, then PRN nurses on each affected unit to the extent necessary in inverse order of seniority will be laid off, provided the regular nurses who would remain are qualified to assume the job duties of the PRN nurses.
8. The Local Unit Chairperson will be moved to the top of the seniority list for purposes of this Section only, and consequently the last bargaining unit member to be affected by a permanent layoff.
9. If further reductions are necessary, nurses shall be removed from each affected unit in inverse order of seniority, to the extent necessary, providing the remaining nurses possess the skill, ability and experience required to perform the work satisfactorily and efficiently. When reductions are accompanied by changes in shifts and hours for the remaining nurses on the affected unit, the affected nurses will be notified, and will be offered any vacancy available on the url. With the notice, the affected nurses will also receive notification of all bargaining unit job vacancies, a copy of the seniority list, unit qualifications and the shift and hours of all junior nurses. All regular non-probationary nurses affected by the reduction or changes in shifts and/or hours will have forty-eight (48) hours excluding weekends and holidays for the registered nurses to exercise their option to displace any nurse in accordance with bargaining unit seniority on the affected unit, bid on any other bargaining unit vacancies, opt for layoff or bump the most junior nurse with the desired shift and

hours, who is in an equal or lesser appointment status, providing the bumping nurse possesses the skill, abilities and experience required by the junior nurse's job description. if the nurse who is bumping cannot locate a position of equal or lesser appointment status holding the desired shift and hours and for which she possesses the skill, abilities and experience required, then the nurse shall bump into the most junior position of equal or lesser appointment status for which she holds the skill, ability and experience required and which holds either the desired shift or hours.

10. Nurses who successfully bid on bargaining unit vacancies will be given the orientation provided in Article 7, Probationary Period - Orientation Period Section 7, Transfer Orientation, as well as the trial period provided in Section 9, Trial Period, of this Article.
11. Nurses who bump shall have the basic skill, ability and experience as outlined in the job description and shall be allowed a reasonable trial period in which to demonstrate the ability to function satisfactorily and efficiently in the performance of the requirements of the position, even though she may not be fully qualified at the conclusion of the trial period. Reasonable support will be provided to the nurse (e.g., familiarization, orientation checklist, resource person and/or staff sharing) during a trial period which is not to exceed ten (10) working days on the unit, with a one (1) time extension by mutual agreement between the Hospital and the affected nurse, which will not be unreasonably denied. If the nurse does not demonstrate the ability to function satisfactorily and efficiently in the performance of the requirements of the position, then the nurse will be offered any position that remains vacant on her previous unit, and if no such vacancy exists, then any bargaining unit vacancy for which she has the basic skill, ability and experience as outlined in the job description. If no such vacancies exist, then the nurse will be placed in the position held by the least senior nurse in the former unit, provided she has less seniority than the returning nurse, and all other nurses who were subsequently affected would be returned as well. If the returning nurse has the least amount of seniority on her previous unit, then she will be placed on layoff.
12. Laid off full-time/part-time nurses will have the option of going to PRN status at any time during the twenty-four (24) month recall period, without affecting any rights associated with layoff and/or recall, with the mutual agreement between the Hospital and nurse. Recall time periods will proceed without interruption even when the laid off nurse works as a PRN nurse, but the recall time period will be extended by the equivalent number of days which the nurse worked as a PRN nurse while possessing

rights to recall. Seniority is frozen for time spent on layoff regardless of whether the nurse has assumed PRN status and/or worked.

13. Utilization of the PRN nurse, as defined above, is not to exceed eighty (80) hours per unit per pay period for three (3) consecutive months, excluding coverage for PTO, leaves of absences and other unforeseen regular nurse absences. Regular positions are to be created, posted and awarded to assure registered nurse staffing for needs above the eighty (80) hours maximum PRN utilization limit in said three (3) consecutive month period.
14. Unanticipated staffing needs on an affected unit should be filled by offering hours of work to nurses who work on the unit and who will not incur overtime. If needs continue, then staff share (pull) from units who are not using PRN nurses on that shift. If staffing needs continue, then offer overtime work to nurses on the affected unit or other units who are not using PRN nurses (including those nurses on PTO). With continued staffing needs, offer the work to nurses on layoff in order of seniority (including laid off PRN nurses). If needs continue, then staff share (pull) from units using PRN staff on that shift.
15. With vacancies, laid off nurses will be notified of position postings concurrent with postings in accordance with Section 7, Vacancy, of this Article. Laid off nurses may bid and be considered for such postings concurrent with nurses not on layoff. If house wide postings for which laid off nurses received notice remain unfilled, then Section 15, Recalls, of this Article involving recall would follow.

Section 14. Recalls. Recalls from layoffs shall be in the order of seniority, based on the date of hire into the bargaining unit, provided that the recalled nurses have the skill, ability, and qualifications to perform the work required satisfactorily and efficiently, and provided further that the nurses recalled shall be required to work as scheduled by the Hospital, so that the Hospital's staffing patterns and needs, as determined by the Hospital, shall be fully met. Nurses being recalled to work after layoff shall be notified by the Hospital by registered mail sent to each nurse's last known address, and shall have three (3) days, exclusive of Saturdays, Sundays and holidays, from the date of mailing within which 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.

ARTICLE 14
Corrective Action

Section 1. Right to Discipline. The Hospital shall have the right to issue corrective action, up to and including discharge, to any nurse for just cause.

A nurse shall have the right at her request to the presence of a local unit representative at any investigative meeting which may reasonably lead to corrective action against her, provided that there is a local unit representative available at the time such meeting is to be held.

Corrective action will typically be progressive using the following steps:

- a. Documented Verbal Warning**
- b. Written Warning**
- c. Final Written Warning**
- d. Termination**

While the seriousness of the offense will determine at which level corrective action is issued, nothing in the foregoing waives the Hospital's rights to determine the appropriate level of corrective action within the just cause standard. The Hospital shall notify and discuss with local leadership, prior to corrective action, the reasons and justification if corrective action to be awarded will skip steps within the corrective action process.

Section 2. ONA Notification. The Hospital will notify ONA in writing electronically within twenty-four (24) hours of the discharge or suspension of any nurse in the bargaining unit.

Section 3. Right to Appeal. The Hospital recognizes the right of a nurse to appeal disciplinary action through the Grievance Procedure provided for in this Agreement, including the reasonableness of any work rule involved. Such grievance shall be placed at Step 2 of the Grievance Procedure. If, as a result of the processing under Step 2 or Step 3 of the Grievance Procedure, the parties agree that the disciplined nurse was justly dealt with, and then the action shall be final; if the parties agree that the action was unjust, then the nurse shall be reinstated under such terms as the parties may agree to.

In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by ONA where it can be shown that the nurse affected was unable to file a grievance within the time limits provided herein because of her incapacitation.

ARTICLE 15

Termination of Employment

Section 1. Required Notice. Any nurse who resigns shall give the hospital at least three (3) consecutive weeks written notice, exclusive of PTO or paid time off, addressed to the Chief Nursing Officer or designee.

Section 2. Options. In cases of voluntary termination, the Hospital shall have the option of requiring a full-time nurse to work out her notice period or terminating her at any time after such notice is given and paying her for the remainder of the notice period. This provision shall also apply to part-time nurses on the basis of their scheduled hours.

Section 3. Exit Interview. In all cases of termination, an exit survey will be sent to the nurse via email or certified mail with a receipt. The responses to the survey will be shared with the Vice President, Nursing Services.

ARTICLE 16

Holidays

Section 1. Holidays. For purposes of scheduling, the following days will be considered as Holidays.

Recognized Holidays
*New Year's Day (January 1)
*Easter Sunday
*Memorial Day (Last Monday in May)
*Independence Day (July 4)
*Labor Day (First Monday in September)
*Thanksgiving Day (Fourth Thursday in November)
*Christmas Day (December 25)

*classified as holidays

Section 2. Holidays Worked - 12-hour RN. The Hospital will schedule twelve (12) hour nurses (full and part-time) twelve (12) hours shifts on holidays as provided for in Section 5 of this Article. For the purposes of this Section, a twelve (12) hour night shift nurse will be considered to have satisfied her holiday work obligation by working the twelve (12) hour shift beginning the eve of the holiday. Nothing in the foregoing shall obligate the Hospital to pay premium pay hours worked on a holiday shift, except as provided for in Section 4 of this Article.

Nurses who so desire may request eight (8) hours of work on observed holidays. The Hospital will make a good faith effort to grant these requests as able based on patient care needs. If the

Hospital grants a nurse's request for eight (8) hours of work on observed holidays, the nurse shall still be expected to satisfy the remaining hours of her FTE in that week, whether by taking PTO or, in coordination with her manager, by scheduling an additional four (4) hours where there is a patient care need. Additional time off on the holiday may be available using the normal LOW process.

If there are too many nurses scheduled for a holiday, the Hospital will request volunteers to move to an alternative shift by rotating seniority. If there are no volunteers, the Hospital may move a nurse to an alternative shift by rotating inverse seniority. The alternative shift worked will fulfill the nurse's holiday obligation with holiday pay.

Section 3. Holidays Worked/Not Worked. The Hospital shall have the right to require any nurse to work on any said holiday. All holidays worked will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for hours work for all nurses.

Any conflicts between requests for legal holiday time off will be resolved based on bargaining unit seniority and on a rotation basis. Otherwise, the nurse shall receive holiday pay in lieu of time off.

Each week the nurse must be whole through use of her available PTO based on her budgeted FTE, except during a holiday week, when a full-time nurse may add an additional eight (8) hours of paid time off if working on the holiday.

Section 4. Holiday Premium Pay Periods. For holiday premium pay purposes, holiday hours begin at 11 pm on the eve of the holiday; therefore, only those hours scheduled between 11 pm on the eve of the holiday and 11 pm on the day of the holiday are considered hours worked on the holiday and earn premium pay, provided that the Christmas Day and the New Year's Day holiday shall, for premium pay purposes, commence at 3:00 p.m. on the eve of the holiday.

Section 5. Holiday Work Assignments. Nurses will be assigned to holiday groups with respect to their normal weekend work schedules. Work assignments for each holiday group will be as follows:

Group A – even years - will work	Group B - even years - will work
New Year's Day	Memorial Day
Independence Day	Labor Day
Christmas Day	Thanksgiving Day

Group A – odd years – will work Memorial Day Labor Day Thanksgiving Day	Group B - odd years - will work New Year's Day Independence Day Christmas Day
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The Easter Sunday holiday will be worked by the scheduled weekend nurse. Nurses working “every third” weekend will work the Easter holiday based on their NB holiday rotation.

Holiday work assignments will rotate between groups annually. Newly employed nurses will be assigned to groups in accordance with their normal weekend work schedules.

This holiday work assignment program shall operate in compliance with the following rules:

1. Group nurses scheduled to work on a holiday which falls on a weekend shall be required to do so, even if the Group would otherwise be scheduled off on that weekend. In such case, nurses regularly scheduled to work the weekend shall be required to work only one (1) day on the weekend.
2. Group nurses scheduled to work on a particular holiday who request PTO covering the holiday must provide the Hospital will a written agreement signed by a qualified bargaining unit nurse to work on the holiday in question, which work shall not require the payment of overtime, at least two (2) months in advance of the holiday.
3. Should a Group nurse scheduled to work a particular holiday be on leave of absence or otherwise absent from work on the holiday, the Hospital shall have the right to select a qualified nurse from the same nursing unit the other Group and require her to exchange holiday work with the absent nurse, unless the absent nurse has made prior arrangements for the performance of the required holiday work.
4. Should a nurse transfer to a different nursing unit or shift assignment, she shall be assigned to the weekend and holiday Group of the new position to which she is assigned.
5. Nurses may be permitted to exchange holidays, provided that both are qualified to perform the work involved, that no overtime pay shall be required, and that the request be submitted in writing to Nursing Management for approval at least seven (7) days before the first holiday involved.

Section 6. PRN Holidays Worked. PRN nurses shall receive pay at one and one-half (1 1/2) times their regular straight-time rate of pay for all hours worked on a fixed general holiday set forth in this Article, Section 8, Holiday Work Assignments.

Section 7. Other Conditions. Nurses who work in departments that are normally closed on a holiday and are on call for that department may elect to float on the holiday if offered the opportunity by the Hospital. Premium pay will be earned in accordance with Article 18, Wages.

ARTICLE 17 **Paid Time Off**

The following Sections 1, 2, and 3 of this Article are effective until February 1, 2025, at which time they will be of no effect and shall be replaced by the Sections 1, 2, and 3 of this Article detailed below:

Section 1. Calculation of Time off and Paid Hours. Full and part-time nurses shall accrue paid time off (PTO) based upon their Hospital years of service, as defined in Article 13, Section 5 of this Agreement.

Years of Service	Accrual Rate
Less than a year	.08476
One to less than three years	.08476
Three to less than five years	.09246
Five to less than six years	.10400
Six to less than seven years	.10784
Seven to less than eight years	.11169
Eight to less than nine years	.11553
Nine to less than ten years	.11938
Ten years and above but less than fifteen years	.12520
Fifteen years and above but less than twenty years	.12720
Twenty years and above	.12923

Section 2. Yearly Cash-in of PTO Bank.

0-4 years of service	70% of value
5-9 years of service	80% of value
10 years of service or above	100% of value

At any time of pay out, the nurse must have at least forty (40) hours in their PTO Bank.

Section 3. PTO Bank. The maximum balance in a nurse's PTO Bank will be three hundred and twenty (320) hours. At the end of each year, PTO Active hours will be moved to the PTO Bank, up to the maximum allowed in the bank. Any remaining hours in the nurse's PTO Active account will be removed. Nurses may donate PTO pursuant to the Hospital's PTO Donation Policy.

Effective the first full pay period following February 1, 2025, the foregoing Sections 1, 2, and 3 of this Article will be replaced by the following Section 1, Section 2, and Section 3:

Section 1. Calculation of Time off and Paid Hours. Full and part-time nurses shall accrue paid time off (PTO) based upon their Hospital years of service, as defined in Article 13, Section 5 of this Agreement, as follows:

Years of Service	Accrual Rate
Start to 5 th Anniversary	.1077
5 th to 15 th Anniversary	.1270
15 th to 25 th Anniversary	.1385
After 25 th Anniversary	.1500

Section 2. Yearly Cash-in of PTO Bank. The Hospital will annually offer nurses an opportunity to cash in up to forty-eight (48) hours of available PTO. PTO cash-in is paid at seventy-five percent (75%) of the nurse's hourly pay rate and paid out in December. Nurses are required to complete a PTO Cash-in election form within the designated timeframe to receive this benefit.

Section 3. PTO Bank. The maximum value of a nurse's PTO Bank is equal to their pay rate as of the last pay period of the year multiplied by the number of hours in the PTO Bank (up to the maximum of three hundred and twenty (320) hours).

In order to maintain the total monetary value of the nurse's PTO Bank balance, this balance will change when an employee's base rate of pay changes. If an employee's base rate of pay increases, the number of PTO Bank hours available will decrease, though the value of the hours in the PTO Bank will remain the same. If a nurse's base rate of pay decreases, the number of PTO Bank hours will increase, up to a maximum of three hundred and twenty (320) hours.

For example, Nurse earns \$15.00 per hour and has 100 PTO hours in their PTO Bank balance. The current value of the Nurse's PTO Bank balance is \$1,500.00 (\$15.00 per hour x 100 PTO Bank hours). Nurse receives a 2% increase that raises their hourly rate to \$15.30. To maintain the value of Nurse's PTO Bank balance at \$1,500.00, Nurse's available PTO Bank hours will be recalculated, and Nurse will have 98.04 PTO Bank hours (\$1,500/\$15.30). As a result, Nurse's

PTO Bank balance appears reduced from 100 to 98.04 PTO Bank hours while the total dollar value of Nurse's PTO Bank remains unchanged at \$1,500 (\$15.30 per hour x 98.04).

Section 4. PTO Sign-Up.

1. If a nurse wishes to request PTO during January and February of the current year, this request can be done in writing if the PTO is to be taken before February 21st, if the PTO is to be taken after that date, the request will be submitted following the bulk PTO process.
2. The current seniority list will be posted as soon as possible after December 31 of each year, but in no event later than January 24th. At the time the seniority list is posted, the manager of each unit will post a list of assigned meeting dates and times, by seniority, for each staff nurse on her unit to submit their PTO requests. These meetings will begin no later than the first Monday after January 24th and end no more than three (3) weeks later, with the volume of meetings per day being determined by the manager based on the size of the unit.

During this meeting the nurse's PTO request will be documented on the established PTO request form to allow for the maintenance of an historical record. In lieu of the meeting, the nurse may submit her PTO request in writing using the established PTO request form.

The nurse is responsible for knowing the date and time of her assigned meeting and is responsible for contacting their manager to submit their request. If the manager has not been contacted by the nurse an hour after the assigned meeting date and time, the manager will attempt to contact the nurse. If the manager is unable to contact the nurse during their scheduled meeting time, the nurse will forfeit her place in the PTO submission process and will be notified of a rescheduled date and time at the end the submission process. If the nurse does not submit their PTO request at that time, they lose the opportunity to request PTO during the bulk sign up process.

During the bulk PTO sign up process, the nurse can request PTO during a fourteen (14) consecutive month scheduling period, commencing with January of the current year through February of the next succeeding year.

3. After each staff nurse sign up opportunity has passed; no changes shall be made in their request. The nurse's PTO requests will include the number of PTO hours that are being

requested off per week. Vague requests for PTO time, such as "any open weeks" or "any time during the summer" will not be honored.

4. During the bulk PTO sign up only, one (1) week of the nurse's eligible PTO time off can be requested for **individual days off**. During the bulk PTO sign up process, if the nurse **requests two weeks or less of summer PTO, the nurse may request an additional single day of PTO**. No more than four (4) weeks of PTO may be requested on the bulk PTO sign-up.
5. Nurses who **work "every third" weekend** minimally need to take twenty-four (24) hours of PTO the week that contains their weekend to work. These hours will be considered a week's PTO in the granting of a summer month PTO. Nurses who work "every third" weekend can be granted up to thirty-six (36) hours of PTO the week that contains their weekend to work as long as they have provided their own coverage, without generating overtime, for the weekend shift at the time the week is requested.
6. Any **conflict in PTO requests** shall be resolved on the basis of bargaining unit seniority within the nursing unit, insofar as reasonably possible, subject to the needs of patient care as determined by the Hospital.
7. **The following paragraphs are effective until October 1, 2025, at which time they will be of no effect and shall be replaced by the new paragraphs detailed below:** The **minimal number of time off hours that shall be permitted off per week**, except for holiday weeks, will be calculated by adding the total number of PTO hours accrued by the nurses on each unit divided by fifty (50). The total hours of time off allowed will be rounded to the closest number divisible by four (4) utilizing mathematical rounding conventions. The amount of time off hours that shall be permitted off will be noted on the bulk PTO sign-up posted instructions, along with the calculation of permitted hours.

During holiday weeks at least twenty-four (24) hours of PTO per week will be granted, but no more than twelve (12) hours in a day. These minimal amounts do not apply to small nursing units where more than one (1) RN off would cause a hardship to the unit, but the Hospital shall permit at least one (1) bargaining unit member on each unit to be on PTO at any time. To the extent possible, consideration will also be given to the possibility of granting additional hours of PTO when two (2) nurses request the same time period but are on a different weekend rotation. When it is possible to grant additional PTO time or approved PTO time is surrendered, the calendar days now open

will be offered to nurses previously denied those dates, in order of seniority. Those nurses who were denied their requests due to an incorrect submission of their PTO request will not be considered in the offering of surrendered PTO time. Management must make a reasonable effort to schedule and grant all PTO requests within a twelve (12) month period.

Effective October 1, 2025, the foregoing Section 4, Paragraph 7 will be replaced by the following:

The minimal number of time off hours that shall be permitted off per week will be calculated by adding the total number of PTO hours accrued by the nurses on each unit divided by fifty (50). The total hours of time off allowed will be rounded to the closest number divisible by four (4) utilizing mathematical rounding conventions. The amount of time off hours that shall be permitted will be noted on the bulk PTO sign-up posted instructions, along with the calculation of permitted hours. This total hour calculation does not apply to nursing units where PTO scheduling would cause a hardship to the unit during a holiday week, but the Hospital shall permit at least one (1) bargaining unit member on each unit to be on PTO at any time.

During holiday weeks, small nursing units, defined as units with three (3) or fewer assigned nurses per shift, where more than one (1) RN off would cause a hardship to the unit, will be limited to thirty-six (36) hours per week. To the extent possible, consideration will also be given to the possibility of granting additional hours of PTO when two (2) nurses request the same time period but are on a different weekend rotation. When it is possible to grant additional PTO time or approved PTO time is surrendered, the calendar days now open will be offered to nurses previously denied those dates, in order of seniority. Those nurses who were denied their requests due to an incorrect submission of their PTO request will not be considered in the offering of surrendered PTO time. Management must make a reasonable effort to schedule and grant all PTO requests within a twelve (12) month period.

8. **Summer Month Vacation** No nurse within a nursing unit shall sign-up and be granted more than three (3) weeks of PTO, including incremental days, during the bulk vacation sign-up period, for the months of June, July and August. A nurse may be granted four (4) weeks during these months one (1) time every seven (7) years, however, unless no one else requests this option. If a conflict arises it will be resolved based on bargaining unit seniority. This one (1) time exclusion will not apply if the week has not been previously requested. The names of the nurses that were granted four (4) weeks of PTO during the

months of June, July and August for the previous seven (7) year period will be noted on the bulk vacation sign up list. Only those nurses eligible for a Summer Month Week Vacation may request PTO for that time during the bulk PTO submission process.

9. **Christmas Week PTO.** No nurse within a nursing unit shall schedule a PTO over the Christmas holiday more than one (1) time in five (5) years, unless no other nurse requests PTO at that time. Only those nurses eligible for a Christmas Week PTO may request a PTO for that time during the bulk PTO submission process.

The immediately preceding paragraph shall be interpreted to mean that:

- a. The one (1) PTO request granted within five (5) years ratio will be applied only to vacation requests submitted during bulk PTO sign-up (regardless of whether it is requested in single days or weekly increments); if a nurse surrenders the Christmas week PTO that was awarded during bulk sign-up, the awarding of the PTO time will still be considered as being taken in the application of the one (1) in five (5) ratio. After bulk PTO sign-up is completed, remaining hours will be available to all members on the unit on a rotating seniority basis, and the one (1) in five (5) ratio does not apply.
- b. The ratio does not apply to PTOs requested and awarded outside the bulk PTO sign-up;
- c. When everyone who requested the week has been granted the time previously, the granting of the week will be done by seniority on a rotating basis.
- d. If a nurse requests PTO over a holiday which contains their holiday to work or to take call, it is the nurse's responsibility to either work the holiday or trade the holiday.
- e. It is fully understood that the Hospital schedules PTOs on a work week basis which commences at 7:00 a.m. on Sunday and continues for a period of one hundred and sixty-eight (168) hours during the following seven (7) consecutive twenty-four (24)-hour periods; and
- f. The names of the nurses that were granted Christmas week PTO over the previous five (5) year period will be noted on the bulk PTO sign-up list.

10. Holiday Week PTO No nurse within a nursing unit shall schedule a PTO over the weeks that contain Good Friday and all other holidays more than one (1) time in three (3) years, unless no other nurse requests a PTO at that time. Only those nurses eligible for a Holiday Week PTO may request a PTO for that time during the bulk PTO submission process.

The immediately preceding paragraph shall be interpreted to mean that:

- a. The one (1) PTO request granted within three (3) years ratio will be applied only to PTO requests submitted during bulk PTO sign-up (regardless of whether it is requested in single days or weekly increments); if a nurse surrenders the PTO time that was awarded during bulk sign-up, the awarding of the PTO time will still be considered as being taken in the application of the one (1) in three (3) ratio. After bulk PTO sign-up is completed, remaining hours will be available to all members of the unit on a rotating seniority basis, and the one (1) in three (3) ratio does not apply.
- b. The ratio does not apply to PTOs requested and awarded outside the bulk PTO sign-up;
- c. When everyone who requested the week has been granted the time previously, the granting of the week will be done by seniority on a rotating basis.
- d. If a nurse requests PTO over a holiday which contains their holiday to work or to take call, it is the nurse's responsibility to either work the holiday or trade the holiday.
- e. It is fully understood that the Hospital schedules PTOs on a work week basis which commences at 7:00 a.m. on Sunday and continues for a period of one hundred and sixty-eight (168) hours during the following seven (7) consecutive twenty-four (24)-hour periods; and
- f. The names of the nurses that were granted the above defined holiday week PTOs for the previous three (3) years will be noted on the bulk PTO sign-up list.

11. PTO Notification. Nurses shall be notified of their approved PTO schedule during their PTO submission meeting with their manager. If the nurse submitted her PTO request in writing instead of meeting with her manager, she will be notified as soon as possible but no later than one week from her scheduled meeting of her approved PTO.

Any portion of a PTO request that is not submitted correctly on the Bulk PTO Sign-Up form will be denied. Should the Hospital be unable to grant a nurse's requested PTO dates, she shall be permitted to select the PTO period based upon her seniority from those times available after the bulk PTO requests have been granted. Overtime cannot be used for a nurse to obtain her own coverage. At this time the nurse who receives more than four (4) weeks of PTO will be permitted to sign up for additional time off. To allow the bargaining unit nurse to view the available PTO time, a PTO calendar indicating PTO time-off granted will be posted on each unit and will be updated during the PTO submission process of available PTO time.

12. A nurse who fails to request PTO during the bulk sign-up process shall select PTO dates from the times available at the time the PTO request is made, regardless of seniority. The request for PTO time should be submitted in writing, and be signed, dated and timed. If more than one request is received for the same PTO time, with the requests submitted at the same date and time, any PTO time which shall be granted will be given to the nurse with the highest seniority. Nurses shall be notified whether such request is granted within two (2) weeks after the request is made. Requests for PTO period changes must be made at least two (2) weeks prior to the beginning of the previously approved PTO period. The Hospital may reschedule a nurse's PTO period for operational reasons provided that it notifies the nurse four (4) weeks in advance of the beginning of the nurse's previously approved PTO period, except in an emergency situation.
13. If a nurse has questions concerning the amount of PTO hours calculated or the interpretation of calculated PTO hours she should contact Human Resources. Upon request, Human Resources will provide a nurse with the calculation of their PTO hours.

Section 5. Weekend Incentive. A nurse, who works every other weekend, who schedules any full weeks of PTO during the months January or February will be given an additional weekend off immediately preceding or following the week of PTO. The additional weekend will not have to be made up and will be without pay. If consecutive weeks of PTO are taken during this time frame, the nurse is eligible for only one (1) weekend described herein for that stretch of days scheduled off. A week equals the regularly scheduled week of the affected nurse for the purposes of this Section.

Section 6. Payment of PTO at Transfer to PRN or Termination. With transfer into PRN status or the termination of employment, a full-time or part-time nurse will be paid out their PTO.

Section 7. Transfer to Every Third Weekend. If a nurse transfers to an "every third" weekend rotation and her granted bulk PTO falls over her weekend to work, it is the nurse's responsibility to trade or make up her assigned weekend.

Section 8. Less than One Week PTO. Nurses may request PTOs of less than one (1) week duration at any time, which may be granted by the Hospital, based upon its staffing needs as determined by the Hospital. Such request shall be submitted in writing to Nursing Management at least two (2) weeks in advance of the requested PTO. Nursing Management will respond to such request as soon as staffing needs for the requested dates can be determined. Should a nurse request such PTO with less than two (2) weeks advance notice, the Hospital and the nurse will jointly seek to find a qualified replacement who will not be eligible to overtime pay as a result of such work.

Section 9. PTO Trade-In for Benefits. Effective for the 2025 benefit year, which will permit an election in 2024, nurses shall have the opportunity to participate in the PTO Trade In for Benefits Program.

ARTICLE 18

Wages

Section 1. Wage Schedule. Effective two (2) full pay periods following June 21, 2024, regular full-time and part-time staff nurses shall be paid in accordance with the following schedule based upon RN experience date:

Step	Wage Rate
Step 00	\$33.50
Step 01	\$34.75
Step 02	\$36.00
Step 03	\$37.25
Step 04	\$38.50
Step 05	\$39.75
Step 06	\$41.00
Step 07	\$42.20
Step 08	\$43.40
Step 09	\$44.60
Step 10	\$45.60
Step 11	\$46.60
Step 12	\$47.50
Step 13	\$48.40
Step 14	\$49.30
Step 15	\$50.20
Step 16	\$51.00

Step 17	\$51.80
Step 18	\$52.50
Step 19	\$53.10
Step 20	\$53.60

Effective the first full pay period following June 29, 2025, the wage schedule set forth above will increase by two percent (2.0%).

Effective the first full pay period following June 29, 2026, the wage schedule provided for in this Section will increase by two percent (2.0%).

Section 2. Effective two (2) full pay periods following June 29, 2024, all new nurses hired prior to January 1 of that year will move to the next step in the wage structure provided for in Section 1. Effective the beginning of the first (1st) full pay period after the first and second anniversary dates of the 2024 renewal agreement (in June 29, 2025, and June 29, 2026, respectively), all nurses hired prior to January 1 of that year will move to the next step in the wage structure provided for in Section 1.

If a salary of a nurse reaches or exceeds the maximum salary on the schedule, that nurse will no longer progress on the salary schedule. Such nurse will be eligible to receive a lump sum of one and three-quarters percent (1.75%) of the nurse's annual salary. For purposes of this section, a nurse's annual salary is that nurse's regular rate multiplied by their full-time equivalent (FTE) multiplied by two thousand, eight (2,080).

Section 3. PRN Nurses. PRN nurses shall be paid on the following schedule:

- PRN nurses with less than ten (10) years of RN experience: \$41.00 per hour.
- PRN nurses with ten (10) or more years of experience: \$45.00 per hour. PRN nurses who reach this level of experience during a calendar year will be moved to this rate at the beginning of the contract year following their 10-year license date.

PRN nurses shall be eligible to receive the on-call pay provided in Section 4. On-call, below, and, further, shall be eligible to receive pay at one and a half (1 1/2) times their regular straight-time rate of pay for all hours worked on a fixed general holiday set forth in Article 16, Holidays, Section 1, Full Time Holidays.

They are not subject to any other pay or benefit provisions of this Agreement, including leaves of absence, except as may otherwise be set forth herein.

Section 4. On-call. A nurse who is on call shall receive on call pay in the amount of three dollars and fifty cents (\$3.50) for each hour on call. Each on call assignment shall be determined on a unit by unit basis. A nurse who is on call shall be required to be available by telephone and shall keep Nursing Management advised, at all time during her assignment, of the number at which she can be reached. If the Hospital is unable to contact an on-call nurse after a reasonable effort during her assignment by telephone, or pager, as issued by the Hospital for this purpose, she shall not receive on call pay for the entire period. Repeated failure by any on call nurse to be available during her assigned on-call shall be subject to disciplinary action.

On those units where an on-call procedure is voluntary, a nurse who is on call and performs nursing services for the Hospital during the time she is on call shall be paid for such hours actually worked at the appropriate rate of pay, excluding shift differential, in addition to the on-call pay provided in the paragraph above.

On those units where an on-call procedure is required and mandatory, a nurse who is on call and performs nursing services for the Hospital during the time she is on call shall be paid for all hours actually worked at one and one-half (1 1/2) times their regular straight-time rate, excluding shift differentials, in addition to the on-call pay provided for in this Section or a minimum of two (2) hours at their straight time base rate of pay, whichever results in greater payment. These provisions apply separately to each occurrence of being called in while "on call".

After on-call schedules are established, the surrender of on call will not be permitted unless the nurse desiring to surrender her call arranges for her own replacement. The Hospital shall be notified of any changes made by the nurse and reserves the right to approve or deny any surrender.

If on-call is implemented in any unit, it will be deferred to Labor/Management Committee where guidelines will be jointly formulated. Consideration will be given by the parties to any established on-call processes in use in any other units.

Section 5. Shift Differential. The Hospital shall pay \$1.60 per hour for hours worked between 3:00 p.m. and 7:30 a.m. on shifts commencing after 8:00 a.m. Shift differential will increase to \$3.50 between the hours of 7:00 p.m. and 7:30 a.m. provided a nurse works a minimum of four (4) consecutive hours between 7:00 p.m. and 7:30 a.m. The shift differential shall be applicable and calculated in the rate of pay for overtime, but shall not otherwise be taken into account in determining a rate of pay for other purposes (e.g. holidays, bereavement leave PTO, etc.).

Effective the first full pay period following January 1, 2025, the foregoing shall be replaced with the following language:

The Hospital shall pay a shift differential to a nurse who works at least four (4) consecutive hours between 3:00 p.m. and 7:30 p.m. Shift differential will be \$3.50 per hour for a nurse who works a minimum of four (4) consecutive hours between 3:00 p.m. and 7:30 a.m. Shift differential will increase to \$5.00 per hour for the hours worked between 7:00 p.m. and 7:30 a.m. provided a nurse works a minimum of four (4) consecutive hours between 7:00 p.m. and 7:30 a.m. The shift differential shall be applicable and calculated in the rate of pay for overtime and emergency call ins, but shall not otherwise be taken into account in determining a rate of pay for other purposes (e.g. holidays, on-call, military leave, bereavement leave, PTO, etc.).

Section 6. Charge Nurse. Charge nurses may be either permanently assigned to that role on a specific unit or be assigned based on a rotation within a unit. A pool of rotating charge nurses will be established on all units for all shifts where a permanent charge nurse does not exist. These positions will be posted following the on-unit posting process. Any nurse interested in being a charge nurse will be required to complete educational training for charge nurses. Selection of a charge nurse will be based on education, training, performance, and experience. The determination of the pool will be based on education, training, performance and experience. if these factors are substantially equal, seniority shall control. The charge nurses will be oriented to the role and provided with defined expectations. Where the unit size does not allow flexibility of choice, all nurses will be considered for the charge nurse role. The nurse performing this charge nurse role will have a decreased assignment when possible. The charge nurse will not function in the role of preceptor concurrently unless there is no one else on the unit who can assume either role effectively.

The assignment of the charge nurse will be done fairly and equitably among the available charge nurses, with the Hospital making a reasonable efforts to ensure the larger amount of charge assignments being assigned to the most senior nurse within an eight (8) week schedule. if no nurse from the pool is available to assume charge, a volunteer will be sought from the staff nurses available. if no nurse volunteers, the role will be assigned.

The Hospital shall pay seventy-five cents (\$.75) per hour, for all such hours worked, to a nurse who takes charge of a unit or department in the Hospital and accepts the responsibility for the operation of such unit or department and for the direction of other registered nurses, and other nursing division personnel assigned to such unit or shift.

Section 7. Overtime.

Eight (8) Hour Nurses: Full-time and part-time nurses who regularly work eight (8) hour shifts or less, shall be paid one and one-half (1 1/2) times their regular straight- time rate of pay for all hours authorized by the Hospital which are worked in excess of eight (8) in a twenty-four (24)-hour period commencing with the regularly scheduled starting time of the nurse's shift, or in excess of eighty (80) hours in any pay period.

These provisions do not apply to nurses who regularly work ten (10) and twelve (12) hour shifts, including combination nurses.

Nine (9) Hour Nurses: For the nine (9) hour nurse, overtime will be paid for hours worked in excess of nine (9) in a twenty-four (24)-hour period, commencing with the regularly scheduled starting time of the nurse's shift, or in excess of eighty (80) hours in any pay period.

Ten (10) Hour Nurses: For the ten (10) hour nurse, overtime will be paid for hours worked in excess of ten (10) in a twenty-four (24)-hour period, commencing with the regularly scheduled starting time of the nurse's shift, or in excess of eighty (80) hours in any pay period.

Twelve (12) Hour Nurses: For the twelve (12) hour nurse, including combination nurses, overtime will be paid for hours worked in excess of twelve (12) in a twenty-four (24)-hour period or forty (40) in a work week, except that the daily overtime provisions shall not apply where hours, not to exceed two (2), are worked in excess of twelve (12) in a twenty-four (24)-hour period solely as a result of variations in scheduling.

PRN Nurses: PRN nurses shall be paid one and one-half (1 1/2) times their regular straight-time rate of pay for all hours authorized by the Hospital which are worked in excess of forty (40) in a work week.

No Pyramiding: in all cases, overtime payments shall not be duplicated for the same hours worked. For purposes of overtime computation, credit shall be given only for hours actually worked by a nurse, except where a full-time or part-time nurse is called in at the end of a vacation week or has taken an extra day off during a week instead of holiday pay.

Section 8. Start Rate. The Hospital shall have the right, at its option, to employ nurses at rates in excess of the starting rate set forth in this Article, based upon the nurse's RN experience, training and education. The starting rate for all part-time nurses shall be the same as that of full-time nurses. Nurses hired at a wage level in excess of the starting rate set forth in this Article shall be credited with the equivalent full years of service indicated by the wage level , but for the

purpose only of computing future wage increases based upon full years of service as defined under Section 1, Wage Schedule of this Article and Article 13, Seniority & Years of Service, Section 6, Years of Service - Wage Progression, and such credited service shall not be considered for any other purpose under this Agreement.

Section 9. Reporting on Day Off. A full-time nurse who reports for work on a scheduled day off shall work her complete schedule for the week, unless the nurse and her supervisor agree otherwise.

Section 10. Direct Deposit. The Hospital will provide electronic direct deposit for the nurse's net pay check into an account at a banking institution selected by the Hospital. The nurse may then direct her money into any and all available accounts and services at the financial institution of her choice which is able to accept electronic transfers.

Section 11. Certification Differential. The Hospital shall pay an eligible full-time, part time or PRN staff nurses a Certification Differential in the amount of one dollar and fifty cents (\$1.50) per hour worked. To be eligible for this differential, a staff nurse must have attained a certification recognized and approved by the Hospital and must provide satisfactory evidence that certification is current in accordance with the requirements of the certifying organization.

Staff nurses who provide satisfactory evidence that they are newly certified or re-certified shall receive Certification Differential in accordance with the foregoing requirements at the beginning of the next pay period provided they are in active status.

Nurses who successfully achieve certification or recertification of a Professional Nursing Certification will be reimbursed for the exam fee in accordance with the Professional Nursing Certification Policy. Reimbursement is limited to one certification..

Section 12. Preceptor. The Hospital shall pay nurses two dollars (\$2.00) per hour for the hours worked as a preceptor as defined under Article 7, Probationary Period - Orientation Periods, Section 1, Preceptor Program.

Section 13. RNFA. All Operating Room Nurses who have completed the Registered Nurse First Assistant (RNFA) training will be paid three dollars (\$3.00) per hour for all hours worked in addition to their certification differential.

Section 14. Weekend Differential. The Hospital shall pay regular full-time, part-time and PRN nurses a weekend differential of one dollar and ten cents (\$1.10) per hour for those hours actually

worked between 11:00 p.m. Friday and 7:00 a.m. the following Monday. The weekend differential shall be paid in addition to any shift differential for which the nurse may be eligible during that time period.

Effective the first full pay period following January 1, 2025, this Section (Weekend Differential) will be eliminated from this Agreement and be replaced with the new Shift Differential Language in Article 18 (Wages), Section 5 (Shift Differential).

Section 15. Pickup Incentive Program. The Hospital will pay a full-time or part-time nurse, three hundred dollars (\$300.00) for every one hundred and four (104) hours that is picked up and worked above their normal scheduled hours within a contract year. Picked up hours will not be used in this calculation if the nurse is absent during the pay period in which the additional hours are worked. Hours that the nurse is required to work as defined in Article 1, Management Rights, Section 4 (Required Overtime) are also excluded from this calculation. These monies will be direct deposited separately into the nurse's account in July of each year, with the date to be determined by the Hospital, and communicated at a Labor Management meeting. A maximum amount of twenty thousand dollars (\$20,000.00) will be budgeted for this program. If the total number of additional hours worked results in the amount being paid above the established cap, the amount being paid will be determined by the number of qualifying nurses divided into the twenty thousand dollars (\$20,000.00).

ARTICLE 19

Education

Section 1. Meetings, Seminars and Training Programs. Full-time or part-time staff nurses shall be eligible to attend meetings, seminars or other training programs determined by the Hospital to be of benefit to the Hospital and to the educational benefit of the nurses involved. Attendance at such programs shall be at the Hospital's option and shall be without loss of pay and at the expense of the Hospital.

Section 2. Professional Association Meetings. Full-time or part-time staff nurses shall be eligible to attend conventions or other meetings of ONA or the American Nurses Association in connection with programs which would contribute to their professional training and advancement in work related areas, as determined by the Hospital and at the Hospital's option. Such attendance may be with or without pay and expenses, at the option of the Hospital.

Section 3. In-service Training. When the Hospital determines that in-service training programs and/or orientation programs would be beneficial or necessary for nurse training, such programs shall be conducted during the nurses' normal working hours as much as possible.

Section 4. Education Hours and Pay. A minimum of eight (8) paid hours per full-time or part-time staff nurse per year will be provided for Ohio Board of Nursing approved continuing education offerings. The PRN nurse may use a maximum of eight (8) hours for education per year, at the discretion of their manager. One Hundred and Fifteen Dollars (\$115.00) per nurse will be budgeted each year for the nurse to attend continuing education programs including those needed for certification.

1. *CNE on the Hospital Premises:* The same eight (8) hours (or increments thereof) can be used for continuing education programs offered on Hospital premises preferably to be used in lieu of being sent home during temporary reductions, and such time will be without loss of benefits. If such time is not used during periods of temporary reductions, the time shall be taken at a mutually agreeable time as scheduled by the nurse and Nursing Management. Nurses using educational time for this purpose will not be included in the staffing schedule.
2. *CNE off site:* The same eight (8) hours (or increments thereof) can be used as paid time for off-site continuing education when mutually agreeable by the applicable nurse and management, and when staffing, quality of CNE and specialty needs are considered. Request for off-site CNE offerings will be awarded on a first-come first-serve basis except for when two (2) or more nurses request the same off-site offering at the same time, and all cannot be approved, seniority shall be the governing factor.
3. *CNE via Internet or Catalogue Offerings:* The One Hundred and Fifteen dollars (\$115.00) payment may be used for reimbursement of continuing education programs through catalogue or internet offerings when mutually agreeable by the applicable nurse and management.

Courses providing CEU's or equivalent taken outside of the Hospital AHA training center will not be recognized for payment of education hours or for reimbursement of the registration fee if such course(s) is offered by the hospital.

Reimbursement of a nurse's payment for a continuing education program will occur within four (4) weeks of submission of the appropriate paperwork. Nurses shall electronically submit information for payment for a continuing education program.

Section 5. Continuing Education. Continuing education programs, periodical offerings and electronically formatted programs will be provided on the Hospital premises, so that at a minimum, a total of twenty-four (24) new, additional and a variety of contact hours will be provided every two (2) years. These programs will be provided at no cost to the nurses. At least four (4) contact hours of continuing education must be available to nurses in January, February and March of each year. Applicable Medical Staff contact hours (CMEs) will comply with The Ohio State Board of Nursing requirements so to account for contact hours towards Continuing Nurse Education (CNE), and where possible, such Medical Staff contact hours (CMEs) offered will be videotaped.

A bulletin board will be maintained in the educational services department with updates of current continuing education offerings as well as electronically formatted offerings available. There will also be available to the bargaining unit nurses a catalogue of current continuing education programs and electronically formatted offerings.

Section 6. Record Collection. The Hospital will provide services of record collection and maintenance of contact hours earned by the registered nurses during on-site continuing education offerings. Record collection and maintenance of contact hours earned elsewhere will also be available provided evidence of earned CNEs is supplied by the nurse.

Section 7. Tuition Reimbursement. Consistent with procedures contained within the Union Hospital Tuition Reimbursement Policy, full-time and part-time nurses are eligible to receive tuition reimbursement benefits in the following amounts:

<u>Degree Type</u>	<u>Nursing Major</u> <u>Full Time</u>	<u>Nursing Major</u> <u>Part Time</u>	<u>Non-Nursing</u> <u>Major Full Time</u>	<u>Non-Nursing</u> <u>Major Part Time</u>
Graduate/Doctorate/PhD	\$7,500 per year	\$3,750 per year	\$4,500 per year	\$2,250 per year
Bachelor	\$5,000 per year	\$2,500 per year	\$3,000 per year	\$1,500 per year

The Hospital may collect reimbursement for tuition benefits paid in accordance with this provision from nurses who voluntarily terminate employment, or move to an ineligible status, within twelve (12) months following the last reimbursement for which tuition benefits were received. A nurse who accepted employment with the understanding that she will work a regular schedule of less than forty (40) hours per pay period is considered to be in an ineligible status.

Section 8. All RNs hired after June 29, 2021, shall be required to obtain a Bachelor of Science in Nursing (BSN) within three (3) years of their date of hire. A nurse who had demonstrated a good

faith effort toward obtaining a BSN may obtain an extension at the discretion of the Hospital. A nurse's failure to obtain her BSN may result in corrective action, up to and including termination of employment. The Hospital shall notify the nurse of this requirement upon her hire. The Hospital may waive this requirement for newly hired RNs with ten (10) or more years of acute care experience.

ARTICLE 20
Insurance and Pensions

Section 1. Life, Accidental Death & Dismemberment, and Short-term Disability. During the life of this Agreement, the Hospital shall maintain in full force and effect for all full-time and part-time nurses the current policy, which provides the following coverage:

	Full-Time	Part-Time
Life Insurance	One times (1x) the nurse's salary based upon the nurse's FTE status	One times (1x) the nurse's salary based upon the nurse's FTE status
Accidental Death and Dismemberment	One times (1x) the nurse's salary based upon the nurse's FTE status	One times (1x) the nurse's salary based upon the nurse's FTE status

Section 2. Short-Term Disability Benefits. For full-time nurses, 66 2/3 of current rate per week for twenty-six (26) weeks with a seven (7) day waiting period for benefits beginning January 1, 2017.

Further, the Hospital shall provide pro-rata coverage for part-time nurses under the Disability benefit provisions of said policy.

Effective January 1, 2025, the foregoing Section 2 shall be replaced with the following:

Full-time nurses will become eligible to participate in a salary continuation program. The salary continuation program will provide full-time nurses on an authorized medical leave of absence with income protection of sixty percent (60%) of the nurse's base pay rate for a maximum of twenty-six (26) weeks (one thousand forty (1,040) hours) for one (1) period of disability due to an illness or non-occupational injury. Nurses must have completed one (1) continuous year of regular full-time employment immediately prior to the onset of the illness or injury.

The Hospital shall offer part-time nurses the opportunity to purchase short-term disability benefits.

Section 3. Use of PTO Benefits. Full-time and part-time nurses on weekly sickness and accident disability benefit can take up to and including forty (40) hours per week of earned but unused paid time off (PTO) to supplement her weekly sickness and accident disability benefit, up to the nurse's FTE status, upon notification to Nursing Management of their desire to do so, in addition to weekly sickness and accident disability benefits.

Section 4. Health Insurance. The Hospital shall make available to all full-time and part-time nurses two Health Care Plans. The plan coverage's, deductibles and out-of-pocket maximums are defined in the health care plan document..

Management and ONA agree that if health care reform mandates changes to the healthcare plan, they will meet if the mandates require material changes to the plan.

Contributions. During the current contract, the nurse shall contribute toward the cost of participation in said plan at the contribution rates for similar non-union employees. Employee contributions for each plan will be provided to nurses during re-enrollment each fall.

- a. Health insurance coverage will continue during an approved Leave of Absence provided that the employee continues to remit the required premium. Benefit deductions will be taken as usual if the employee has compensation (e.g. STD, PTO, etc.) that is equal to or greater than the benefits deduction. Employees whose compensation doesn't cover their benefits deductions can make arrangements with the Absence Management Office to remit premium payments during their Leave of Absence; otherwise, deductions will be suspended during their Leave of Absence and outstanding premium payment(s) will be withheld from the first paycheck upon their return to work until paid in full or, in the event the employee does not return to work, the Medical Center may deduct up to the full amount of outstanding premium payments from any accrued, unused PTO, in addition to seeking direct payment.

The prescription drug coverage is available with all plans on the same basis as similar non-union caregivers at Union Hospital.

Section 5. Dental Plan. The Hospital shall make available a dental plan to all full-time and part-time nurses.

Section 6. Vision Care. Vision care benefits will be available as a stand-alone benefit. The full monthly cost of the vision benefit will be paid by the nurse.

Section 7. Providers. The Hospital shall have the right to select and/or change the carrier of any insurance benefit provided for in this Article, or may elect to self-insure any such benefit, provided that the benefits and service under any new arrangement are at least equivalent to those provided for in this Article.

Should competitive forces in the health care industry or in the best interests of the Hospital require it to provide an alternative managed care benefit plan, then the Hospital will meet with ONA to discuss the terms of the plan and the effect on the bargaining unit nurses

Section 8. Retirement Plans. For the life of this Agreement, the Hospital shall continue its present matching Defined Contribution Pension Plan in full force and effect. Nurse participation in the plan will result in the employer contributing a one to one match from three and one-half percent (3.5%) to six and one-half percent (6.5%) of the nurse's gross yearly income, and the nurse contributing a minimum tax deferred three and one-half percent (3.5%) of the gross income. The nurse may increase the contributory amount to the Defined Contribution Plan by any full percentage amount permitted by the Internal Revenue Service (IRS) or other regulatory agency. Nurses who are scheduled as RF, R3 or R1 status are eligible for an employer match of their contributions. Nurses who are in other classifications may enroll and participate in the pension plan, but they will not receive the employer match.

As of the current agreement the provider is ING Financial Services. The amended Plan shall include a provision for employee loans from the 403 (B) annuity contract.

The nurse should contact the plan provider regarding plan provisions and payment of benefits.

Effective January 1, 2025, the foregoing Section will be replaced with the following:

The Hospital shall continue to maintain a retirement plan for nurses covered by this Agreement. Nurses will be eligible to participate in a 403(b) plan and a 401(a)(4) plan with the following provisions.

- A. 403(b) Plan – A 403(b) is offered for which nurses may enroll immediately upon hire. The Hospital shall match fifty percent (50%) for the first six percent (6%) of a nurse's

contribution. The nurse will have to put aside a total of six percent (6%) to receive the full three percent (3%) match. This contribution will vest after three (3) years of service.

B. 401(a)(4) – Investment Pension Plan – A 401(a)(4) is offered, for which nurses are eligible immediately upon hire. The Hospital will contribute an employer contribution toward retirement for employees age twenty-one (21) and up, based on years of service (YOS), as follows:

- a. Under 5 YOS – 2.5% of compensation.
- b. At least 5 and less than 10 YOS – 3.5% of compensation.
- c. At least 10 and less than 15 YOS – 4.5% of compensation.
- d. At least 15 and less than 20 YOS – 5% of compensation.
- e. 20 or more YOS – 5.5% of compensation.

Contributions in the Investment Pension Plan will vest after three (3) years of service. Years of Service for the Investment Pension Plan will begin as of April 1, 2018 or date of hire, whichever is later.

Section 9. Retirees. The health care plan is available to a qualified nurse retiree from age fifty-nine and one-half (59-1/2) up to the attainment of age sixty-five (65) who upon date of termination from Union Hospital meets all the following requirements:

- * Has attained age fifty-nine and one-half (59-1/2).
- * Has elected to receive pension (annuity) payments under a formal program sponsored by Union Hospital or under a program administered by the Social Security Administration (U.S. Government).
- * Is not employed on a full-time basis and eligible to participate in a health care plan sponsored by any other employer.
- * Was participating in the Union Hospital Health Care Plan at the time of termination from Union Hospital.
- * Is willing to pay the full cost of the premiums.

The terms, conditions and provisions of the respective plans in force will be the final determinant as to eligibility, exclusions and coverage.

Effective January 1, 2025, the foregoing shall be replaced with the following:

Nurses shall be eligible to participate in the Cleveland Clinic retiree health care plan on the same basis as similar non-union employees.

Section 8. Maternity and Parental Leave. Maternity and Parental leave will be provided to full-time nurses consistent with the procedures contained within the Union Hospital Maternity and Parental Leave Policies. PRN, temporary, and part-time employees are not eligible for these benefits.

ARTICLE 21 **Committees**

Section 1. Nursing Advisory Committee. There is hereby established a Nursing Advisory Committee made up of up to six (6) representatives selected by the Hospital and six (6) staff nurses selected by the ONA. The size of this Committee may be changed by mutual agreement.

- A. The purpose of this Committee is to provide a method of communication between the Hospital and the ONA concerning matters of mutual concerns and interest concerning nursing practice as it affects patient care.
- B. The Committee will usually meet once every quarter at mutually agreeable dates and times. Either party may request the presence of any Hospital employee who may be of assistance in the consideration of any particular matter.
- C. The Nursing Advisory Committee shall have no power to effect changes to any of the terms of the parties' collective bargaining agreement or to any other matter affecting staffing or the employment status of nurses. in no case shall any matter considered by the Committee be subject to the grievance and arbitration procedures of the parties' collective bargaining agreement, unless it falls within the definition of a grievance independent of this Article.
- D. The minutes of the Nursing Advisory Committee will be posted on each unit in the Nurses lounge area by the manager of the unit. Nursing staff will be advised through a message placed in the API system following a committee meeting that minutes are now available for their review.

Section 1A. Staffing Advisory Committee. A Staffing Advisory Committee has been established to provide a forum for communication and collaboration between the Hospital and the ONA relating to the Hospital's staffing.

The Staffing Advisory Committee shall meet separate from the parties' Labor Management meetings. It shall be made up of up to four (4) representatives selected by the Hospital and six (6) staff nurses selected by the ONA. In the event that the Hospital's Chief Nursing Officer is not available for a Staffing Advisory Committee meeting, a designee will attend on behalf of the CNO.

During Staffing Advisory Committee meetings, the Committee will:

1. Review the Hospital's nurse staffing plans, including methods used to determine such plans.
2. Review and discuss staffing metrics. By way of example, these metrics may include turnover, vacancy rates, call offs, the number of agency nurses, and recruiting efforts.
3. Provide feedback and Committee-member recommendations for new ideas on how to effectively recruit and retain nurses.
4. Review and discuss unanticipated changes in staffing and their effect on Hospital operations.
5. Review Assignment Despite Objection (ADO) forms, when necessary, and by means agreed upon by the Committee. The Committee will also discuss Committee-member ideas and recommendations for solutions for recurring ADOs.

Information from these Staffing Advisory Committee meetings shall be reported to the Hospital's Labor Management Committee.

Staffing guidelines will be accessible to all nursing caregivers.

Section 2. Joint Labor/Management Committee. The parties hereby incorporate the Joint Labor/Management Committee (LMC). This Committee shall be comprised of four (4) ONA Local Unit Representatives and an ONA staff representative, and at least four (4) representatives designated by the Hospital. The size of the Committee may be changed by mutual agreement. Other persons may be invited to participate by mutual agreement of the parties.

- A. The purpose of the LMC is to nurture and encourage a relationship based on mutual respect and trust while jointly resolving workplace issues and concerns.
- B. The Committee will usually meet monthly at mutually agreeable dates and times.
- C. The Hospital and ONA will establish dates at the beginning of each calendar year, no later than the 31st of January.

- D. The LMC has no power or authority to duplicate and/or replace the negotiations process or grievance/arbitration procedure.
- E. The minutes of the LMC will be posted on each unit in the Nurses lounge area by the manager of the unit. Nursing staff will be advised through a message placed in the API system following a committee meeting that minutes are now available for their review.

ARTICLE 22

Grievance Procedure

Section 1. Grievance Defined. For the purposes of this Agreement, the term "grievance" is defined as a disagreement between the Hospital and a nurse, or between the Hospital and the ONA concerning the interpretation and/or application of, or compliance with any provision of this Agreement. During all steps, open communication between the grievant and their manager/director is strongly encouraged in an effort to facilitate an amicable resolution. When such grievance does arise, the following procedure shall be followed:

Step 1. A nurse who has a grievance will present the subject matter of the grievance orally or in writing, to the immediate supervisor, either alone or accompanied by an ONA representative at the nurse's option, within five (5) working days after the nurse had knowledge of the event upon which the grievance is based, but in no event later than sixty (60) days after the occurrence of the event upon which the grievance is based, except that the sixty (60) day limit shall not apply to grievances arising under Articles 17, Paid Timr Off; 18, Wages; and 20, Insurance and Pension, of this Agreement. The supervisor shall give an answer to the grievance orally or in writing within five (5) working days after the grievance has been presented.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the nurse may submit the grievance in writing on the grievance form noted in Appendix A to the Chief Nursing Officer within five (5) working days after the nurse has received the supervisor's answer. The written grievance shall contain factual and supportable details of the grievance, the approximate time and date of the occurrence on which the grievance is based, the Section or Sections of the Agreement allegedly violated, and the resolution or remedy requested. The written grievance shall be dated and signed by the grievant. The Chief Nursing Officer shall give an answer, in writing, to the grievant and the Local Unit Chair within five (5) working days from receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2 of this procedure, the nurse may appeal the decision of the Chief Nursing Officer to the Director, Human Resources using the above-mentioned grievance form within ten (10) working days after receipt of the written answer in Step 2. The Director, Human Resources, the Chief Nursing Officer, the grievant and a designated representative of the ONA shall meet within ten (10) working days to discuss the grievance. The Director, Human Resources will give an answer, in writing, to ONA at its Columbus office, the grievant and the Local Unit Chair within ten (10) working days after the date of the meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, it may be presented to an impartial mediator from the Federal Mediation and Conciliation Services prior to being submitted to an impartial arbitrator for disposition upon the request of ONA. The request shall be made, in writing, within ten (10) working days after the Director, Human Resources has given a written answer or the time limit for giving such an answer expires. In the event ONA requests mediation prior to arbitration and resolution is not obtained, the aforementioned ten (10) working day time frame will apply immediately following the date in which mediation took place. If the parties cannot agree upon an impartial arbitrator, then the parties shall request a panel of arbitrators for consideration from the Federal Mediation and Conciliation Services. The parties shall act upon the said panel on or before twenty-one (21) calendar days from the date of receipt. The selection shall be in accordance with the rules of the Federal Mediation and Conciliation Services, provided, however, that any arbitrator so selected shall be a member of the National Academy of Arbitrators. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not add to, subtract from or modify any of the provisions, terms or conditions of this Agreement. The arbitrator's sole objective shall be to resolve disagreements arising out of grievances by interpreting, applying or directing compliance with the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all nurses, the ONA and the Hospital. The fees and expenses of the arbitrator, including the cost of the transcript of the record, if any, shall be borne equally by the parties. The arbitrator shall render a decision within thirty (30) days after the close of the hearing.

At any time following the third step grievance hearing until the resolution of the grievance by an arbitrator, either party may opt for a one (1) time sixty (60) calendar day extension of the process for settlement investigation. A total of sixty (60) calendar days per grievance is available as a one (1) time option, regardless of which party exercises the same. All cancellation fees will be borne by the party opting for the extension. Aside from this one (1)

time option per grievance, there will be no other delay by either party to proceed to arbitration.

Section 2. The time limitations provided for in this Article may be extended by mutual agreement of the Hospital and ONA. Working days as used herein shall not include Saturdays, Sundays or holidays. Any grievance not timely presented for disposition at Step 1 or not appealed within the time limits set forth in Section 1, Grievance Defined, shall not thereafter be considered a grievance under this Agreement. Any disposition of a grievance accepted by ONA or not appealed shall be final and conclusive and binding upon all nurses, the Hospital, and ONA. A grievance not answered within the time limits set forth herein shall automatically advance to Step 2 or Step 3 as the case may be provided. However, there shall be no such automatic advance to arbitration.

Section 3. A grievance which affects two (2) or more nurses or which involves disciplinary action taken against a nurse shall initially be presented at Step 2 of Section 1, Grievance Defined. Grievances which affect two (2) or more nurses may be filed by ONA as a class action. Grievances filed under this Section will be considered timely if initiated in accord with the time limits of Section 1, Grievance Defined, Step 1 of this Article.

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

ARTICLE 23

Alteration of Agreement and Waiver

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

Section 2. No Obligation to Bargain. The Hospital and the ONA each acknowledge that this Agreement has been reached as the result of collective bargaining in good faith by both parties hereto. While it is the intent and purpose of the parties hereto that each of them shall fully

perform all obligations by them to be performed in accordance with the terms of this Agreement, the ONA agrees that Hospital shall not be obligated to bargain collectively with the ONA during the term of this Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment, and the ONA hereby specifically waives any right which it might otherwise have to request or demand such bargaining, and acknowledges that the Hospital's obligation during the term of this Agreement shall be limited to the performance and discharge of its obligations under this Agreement.

Section 3. Complete and Final Agreement. The Hospital and the ONA acknowledge that this Agreement, and any supplement thereto, embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement. The parties, therefore, agree that all past practices and local privileges, except as may be stated in any Memorandum of Understanding between the parties, are cancelled and abolished. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed. None of the benefits, rights or privileges accorded by this Agreement to the ONA or any nurse covered by this Agreement shall survive the expiration or termination of this Agreement.

Section 4. Conflicts. in the event any provision of this Agreement is held to be in conflict with or violation of any state or federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

ARTICLE 24

Duration

Section 1. Notice to Terminate or Amend Upon Expiration. This Agreement dated June 29, 2024, shall continue in full force and effect without change until midnight June 28, 2027. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to midnight June 28, 2027, give notice of the termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after June 28, 2027, subject to termination or amendment by either party on at least ninety (90) days written notice prior to midnight of June 28 of any subsequent year.

* * * * *

[Insert Signature Page Here]

APPENDIX A

APPENDIX B
Memorandum of Understanding/Consensus Statements

SHIFT TIMES & CONTINUITY OF CARE ISSUES

During the parties' 2024 CBA renewal negotiations, the ONA and Union Hospital discussed the need to ensure continuity of care between shifts and, based upon patient care and nursing unit needs, to ensure nursing units have a thirty (30) minute overlap between scheduled shifts to allow for a standard handoff from one shift to another.

The parties further agree that, pursuant to prior negotiations, the Agreement provides for the following:

During the parties' 2024 CBA renewal negotiations, the parties have agreed, effective October 6, 2024, nurses shall be scheduled for the appropriate number of hours worked for each nurse, based upon their FTE status, including the thirty (30) minute overlap in scheduled shifts to allow for continuity of care.

By way of example, twelve (12) hour shifts shall be 7:00 am through 7:30 pm and 7:00 pm through 7:30 am, with a thirty (30) minute lunch period. As a result, a full-time twelve (12) hour night shift nurse will be regularly scheduled from 7:00 pm through 7:30 am, with a thirty (30) minute lunch period. The parties acknowledge whether a nurse's lunch period is paid or unpaid will be dictated by the terms of Article 8 of the Agreement.

If, during the thirty (30) minute period at the end of any twelve (12) hour shift, a nurse has completed any handoff and any other work assigned by the Hospital, then the nurse may request to be released by the Hospital. A nurse released by the Hospital pursuant to this paragraph will not be required to use PTO to her shift whole.

JOINT COMMITMENT TO OPTIMAL STAFFING

The Hospital and the ONA agree that quality patient care is the parties' most important priority. The Hospital and the ONA further agree that optimal staffing at the Hospital should permit the delivery of safe, transformative patient care. The Hospital is committed to a staffing plan which provides adequate, appropriate, and quality delivery of health care services and protects patient safety.

In seeking to achieve optimal staffing and deliver quality patient care, the Hospital and the ONA hereby reaffirm their desire to:

- Use alternative shifts where such shifts meet the priorities identified above.
- Strive toward optimally meeting the needs of the patients, the department, staff and management.
- Use the Staffing Advisory Committee as a way for the Hospital and nurses to communicate and collaborate about the Hospital's staffing.

The Hospital and the ONA further agree that healthcare delivery model is evolving and significant changes in health care policy, legislation, value-based care, and/or technology advances could necessitate staffing changes. In the event that such changes are necessitated, the Hospital and the ONA commit to continue working together to deliver safe, transformative patient care at the Hospital.

AGENCY NURSES

In the event an agency nurse is used to supplement staffing, no qualified ONA member will be displaced. The ONA nurse will have twelve days prior to the identified vacancy to fill the need, if the need is not filled after that time a long-term agency nurse may be utilized.

WAGE SURVEY

As a matter of continuing practice, the Hospital participates in and uses the regional wage surveys. These surveys are to be used to determine the Hospital's competitive position for staff nurses and other hourly paid positions.

GRANT/SCHOLARSHIP PROGRAM

The Labor/Management Committee will explore and, if feasible, implement a grant/scholarship program between the Ohio Nurses Foundation and Union Hospital.

NON - ONA POSITIONS

All positions that are created within the Hospital that require the employee to be a Registered Nurse, but not a member of the bargaining unit, will be reported at Labor Management.

EMPLOYEE ASSISTANCE PROGRAM

The Hospital will maintain the Employee Assistance Program (EAP) and encourage staff use as needed. EAP offerings and access instructions will be maintained on the employee portal. Additionally, the Hospital will provide staff education on the signs and symptoms of alcohol and drug abuse, recognizing suspicious behavior, and how to appropriately report such observations to ensure staff and patient safety.

EDUCATIONAL PROGRAMS

The plan for scheduling educational programs that best meets the needs of the nurse will be developed at the Nursing Advisory Committee.

SMOKE/TOBACCO FREE ENVIRONMENT

1. The hospital will not discipline (including counseling, written or verbal warning, suspension or termination) any bargaining unit member pursuant to the hospital wide policy on a Smoke/Tobacco Free Environment until January 1, 2016.
2. For the year 2016, the Hospital shall counsel any bargaining unit member who violates the revised Smoke/Tobacco Free Environment Policy prior to issuing progressive discipline. Beginning in 2017, members who violate the policy shall be subject to progressive discipline.
3. In the event a nurse is at the suspension level of the discipline policy due to prior (non-tobacco) discipline, the nurse will be issued a second suspension prior to termination.
4. Any nurse disciplined pursuant to the policy shall have the opportunity to have a meeting with a wellness/tobacco counselor and a UHNA leader to review the policy and outline available smoking/tobacco cessation options. In the event that the wellness/tobacco counselor is not available, or the member declines to meet with the counselor, the Hospital shall provide tobacco cessation materials.
5. The Hospital will, at minimum, offer the following smoking/tobacco cessation options:
 - a. Free smoking cessation courses
 - b. Financial assistance up to five hundred dollars (\$500.00) for individuals attempting to quit smoking who are not enrolled in our insurance program
 - c. As necessary, the parties will continue to discuss options for employees enrolled in the Hospital's insurance
 - d. Access to a wellness/tobacco counselor

- e. Consider increasing tobacco-free incentive for the 2016 wellness program

FLU VACCINE

All employees must receive the Influenza vaccine as required by the Hospital and during a reasonable timeframe as determined by the Hospital, unless an employee is granted a written exception for medical, religious, or other qualifying reasons as determined by the Hospital. All employees who have not received the influenza vaccine as required will be subjected to corrective action (not termination) and adhere to any other medically appropriate restrictions and requirements, as determined by the Hospital. The Hospital will permit employees to use accrued paid time off to recover from any negative effects.

RANDOM DRUG AND ALCOHOL TESTING

The parties agree that it is in both parties' interest to maintain a safe environment for our patients and our employees to provide care. Therefore, the parties agree that ONA employees will participate in random drug and alcohol testing for the life of the current bargaining unit agreement. The parties have agreed on the process and the number of employees to be tested. To further support a caring environment for our employees, the parties agree that no employee will be terminated on a first-time positive screen. Rather, the employee will be referred to the Employee Assistance Program for assistance.

SET SCHEDULES

The parties agree that the concept of set schedules will be trialed on those units that are only open Monday through Friday.

SET UNIFORM COLOR

All ONA members will be required to wear scrubs that are a solid navy color, except in units where the hospital provides scrubs for staff to wear.

MEMORANDUM OF AGREEMENT

The parties agree that when Union Hospital moves to its new HRIS system, there will no longer be separate checks issued regardless of current contract language.

MEMORANDUM OF UNDERSTANDING

**Conversion of between 0.75 and 0.9 FTE to 0.9 FTE for the Purposes of Article 20
(Insurance), Section 3 (Health Insurance)**

During the parties' 2024 renewal collective bargaining agreement negotiations, the Union and the Hospital agreed that, for the purposes of Article 20 (Insurance and Pensions), Section 3 (Health Insurance), nurses shall contribute toward the cost of participation in said plan at the full-time contribution rate, a nurse must be at least a 0.9 FTE.

Nurses who currently have an FTE between 0.75 to 0.9, and who would like to maintain a full-time contribution rate will have the opportunity to, within thirty (30) days of ratification of a renewal agreement in 2024, inform the Hospital that they will increase their FTE to a 0.9 FTE. Any nurses increasing their FTE pursuant to this MOU will be expected to change their FTE to a 0.9 FTE no later than pay period beginning on September 8, 2024.

**MEMORANDUM OF UNDERSTANDING
PTO Accrual**

The ONA and Union Hospital agree that, for hours categories and their effect on PTO accrual, the Hospital's September 8, 2023, Paid Time Off (PTO) Policy, shall be in effect, unless it conflicts with the parties' CBA.

With respect to any meetings provided for in the CBA (including, but not limited to, Labor Management Committee meetings), the parties further agree that, notwithstanding any language in the Paid Time Off Policy, the time spent in those meetings shall not accrue PTO, unless PTO accrual is specifically provided for in the parties' Agreement.

**MEMORANDUM OF UNDERSTANDING
Changes to Article 2 (Recognition), Section 5 (Status Defined) and
Application to Article 20 (Insurance)**

During the parties' 2024 renewal collective bargaining agreement negotiations, the Union and the Hospital agreed that, for the purposes of Article 20 (Insurance and Pensions), the negotiated changes to definition of part-time nurse's status will not be effective until January 1, 2025.

The Union and the Hospital further agree that any nurses in a 0.45 FTE position at the time of ratification of the 2024 renewal collective bargaining agreement shall, no later than the start of pay period 1 of 2025, convert their position to a 0.5 FTE or above position in order to maintain benefit eligibility. Nurses who choose to increase to a 0.5 FTE by this deadline will have a one

(1) time ability to work with their manager to identify which combination schedule the nurse elects to work (i.e., a combination of either twelve (12) and eight (8) hour shifts or twelve (12) and four (4) hours shifts). In the event that any such nurse does not choose to convert their position to a 0.5 FTE, that nurse shall not retain their benefit eligibility.

APPENDIX C
Requests Form

(A request is defined as one shift or one full week of vacation)

Date: _____ Time: _____ Name: _____

Schedule time period: _____

The Hospital shall attempt to grant requests fairly and equitably in relation to Hospital needs. The request form must be filled out for every 8-week schedule.

List requests in order of priority (must be limited to 9 requests for full time employees, 7 for part-time employees who are hired to work between 60-71 hours a pay period, 6 for part-time employees who are hired to work between 36-59 hours a pay period, 4 for PRN employees.

1.	6.
2.	7.
3.	8.
4.	9.
5.	

On-call requests: (must be limited to 6 on call requests):

1.	4.
2.	5.
3.	6.

Please note: Only one form to be used for an 8-week period. Requests are not necessarily granted. If the form is not filled out correctly it will be returned and no requests will be honored.