

AGREEMENT

Between

The

Ohio Nurses Association/AFT, AFL-CIO

and

Coshocton Regional Medical Center

May 31, 2025 to May 31, 2028

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ARTICLE 1

Recognition

Section 1. The Hospital recognizes the ONA as the sole and exclusive representative of all Licensed Practical Nurses and Surgical Technicians employed by the Employer, but excluding managers, directors, supervisors and temporary/agency staff, if any.

Section 2. No bargaining unit position shall be permanently filled by a member of supervision.

Section 3. The Hospital does not intend to utilize employees from temporary staffing agencies on a permanent basis.

Section 4. Upon ratification and printing of this Agreement, copies shall be provided to all members of the bargaining unit and for use of the Hospital. The cost of preparation of such copies of this Agreement shall be borne equally by both parties. In addition, a finalized electronic version of this Agreement will be made available to all members of the bargaining unit and Hospital personnel, as appropriate.

ARTICLE 2

Management Rights

Section 1. Subject only to the restrictions and regulations expressly specified in this Agreement, the Hospital exclusively retains the right to operation, control, and management of the Hospital's facilities and operations, including the supervision and direction of nursing work forces.

The retained right to manage includes but is not limited to:

- a) Determine its business mission, objectives, strategy, purpose and policies;
- b) Plan, direct, control, and determine the operations or services to be performed by all staff, including members of the bargaining unit;
- c) Determine the services offered;
- d) Direct its employees, including the right to determine the shifts and number of hours to be worked, as well as the duties to be performed and the assignment of employees as to numbers employed for any task or operation;
- e) Hire, transfer, and promote employees;
- f) Determine the size of the staff;
- g) Establish job descriptions, including the qualifications required and duties to be performed for job classifications, including areas worked;
- h) Modify job descriptions and job postings for open or vacated positions;
- i) Establish daily and weekly work schedules and shift assignments;
- j) Relocate location of work within the City of Coshocton limits;
- k) Determine or change the equipment, methods, processes, and means by which its operations are to be carried out;
- l) Suspend, discharge or take other disciplinary action against employees for just cause;
- m) Determine qualifications needed to perform in a position, including evaluating performance of job duties to maintain patient safety;
- n) Create and maintain policies and procedures for the operations of the Hospital;

- o) Establish, modify, and abolish award or reward programs that do not provide direct economic benefits.

Section 2. The parties agree that the Hospital's Employee Handbook contains additional work rules and procedures not included in this Agreement. The Handbook shall apply to bargaining unit employees to the extent that it does not conflict with any provision of this Agreement; however, ONA retains the right to bargain over the effects of any Handbook or policy changes that have an impact on bargaining unit members' working conditions or employment. Bargaining unit employees' compensation and benefits will be governed solely by the terms of this Agreement.

Section 3. The Hospital retains the right, whether enumerated here or not, to carry out the ordinary and customary functions of management.

ARTICLE 3

ONA Visitation

Section 1. Upon prior notice to the Administrator or his/her designee, the Hospital shall allow representatives of ONA to visit the Hospital during normal working hours, as long as it does not interfere with the orderly operation of the Hospital or with the regular working schedule of any bargaining unit employee.

- A. ONA shall have the ability to speak to members in all public areas of the Hospital. ONA may request to use conference rooms within the hospital to meet with employees while employees are on lunch or designated break. Request for conference room use may be made up to twice per month and the Hospital will not unreasonably deny requests for conference room use. Additional requests beyond twice per month may be granted at the sole discretion of Management and are subject to cancellation for emergent Hospital needs.

Section 2. Following ratification of this Agreement, the Hospital shall permit local unit elections and votes to be held on Hospital premises, provided approval is requested through Human Resources at least twenty-four (24) hours in advance and space is available.

ARTICLE 4

ONA Membership & Activity

Section 1. All bargaining unit members presently employed, shall, as a condition of employment, become members of the Ohio Nurses Association or pay a fair-share fee as permitted by law, no later than the thirty-first (31st) day following ratification of this Agreement and shall maintain membership or fair-share fees as permitted by law.

All licensed practical nurses and surgical technicians who are newly employed shall, as a condition of employment, become members of the Ohio Nurses Association or pay a fair-share fee as permitted by law, no later than the thirty-first (31st) day of employment and shall maintain membership or fair-share fees as permitted by law.

The bargaining unit President shall be notified in writing with name, department, and starting date of all bargaining unit new hires within a week of the Hospital hiring the employee.

Section 2. The Hospital shall deduct monthly ONA dues in whatever sum is designated in writing by ONA from each pay of the member upon receipt of a voluntary written authorization executed for that purpose by the bargaining unit member.

Section 3. The Hospital's obligation to make such deductions shall terminate automatically upon termination of the employment of the bargaining unit member who signed the authorization or when such bargaining unit member ceases to be employed by the Hospital in a position described in Article 1 and covered by this Agreement.

Section 4. Deductions provided in this Article shall be transmitted to ONA no later than ten (10) days after such deductions are made. The Hospital shall also furnish to ONA and the Local Unit President an alphabetical list of the bargaining unit members and the amount deducted, as well as a list of all bargaining unit members who have been hired, granted leaves of absence, terminated, or who have resigned from employment within the preceding month.

Section 5. The Hospital shall provide ONA and the Local Unit President with a monthly list in electronic, Excel format of all bargaining unit members, including Employee Identification Number, title, address, telephone number, unit, date of hire, seniority date, shift, FTE status, and rate of pay. The Hospital shall provide this information no later than the tenth (10th) of each month.

Section 6. The Hospital shall provide ONA use of the billboard in break rooms on the first floor, second floor, third floor, and fourth floor. The billboards shall only be used for, notices concerning meetings and other ONA business. Notices posted on the bulletin board shall not be obscene in nature or exceed employees' right to protected speech as determined by the NLRB. The ONA will not make postings except on the designated boards

Section 7. ONA agrees that it will indemnify and save the Hospital harmless from any action growing out of the deduction of union dues and commenced by a bargaining unit employee against the Hospital.

Section 8. ONA assumes full responsibility for the disposition of the dues once they have been remitted to ONA.

Section 9. As part of a new bargaining unit member's orientation, they shall attend a thirty (30) minute session to meet with an ONA representative to receive a copy of the Agreement and an overview of ONA. If three (3) or more bargaining unit members are attending the same orientation, the meeting will be a maximum of sixty (60) minutes to allow sufficient time for questions. The meeting shall be held during normal working hours, at a consistent time and location, and the representative shall be paid at their regular rate of pay.

Section 10. Members of the negotiations committee shall be excused from duty each day of negotiations, as well as any hours scheduled between 11:00 pm and 7:00 am the night prior to or after negotiations sessions. Time lost from work up to the normal hours the employee would have

worked shall be counted as days worked for purposes of computing seniority and benefits. Employees attending bargaining unit sessions may use PTO, if available, for time spent in negotiations.

ARTICLE 5

No Strike/Withdrawal of Services & No Lockout

Section 1. 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 services provided by the bargaining unit members, slowdown, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of the Hospital. ONA shall cooperate with the Hospital and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

Section 2. Any employee who violates Section 1 of this Article shall be subject to discharge or other disciplinary action. Such disciplinary action shall be subject to Article 8 of this Agreement. In the event there is any mass resignation or other concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with the Hospital's operations in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

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

Section 4. In the event the Hospital claims that there has been a breach of Section 1 of this Article and files a complaint against ONA, with the Court of Common Pleas for the County of Coshocton, State of Ohio, alleging such breach, ONA agrees to voluntarily enter an appearance before the said Court within twenty-four (24) hours of having been notified of the filing of such complaint.

Section 5. The Hospital shall not lock out any or all bargaining unit members during the term of this Agreement.

Section 6. Nothing in this Article shall stop a bargaining unit member from joining a picket if:

1. The picket is related to a strike by another ONA bargaining unit at Coshocton Hospital; and
2. The bargaining unit member is on their own time and not being paid by the Hospital.

ARTICLE 6

No Discrimination

Neither the Hospital nor ONA shall not discriminate against any employee on the basis of race, sex, age, religion, color, national origin, disability, veteran's status, military status, marital status, sexual orientation, gender identity, genetic information, ancestry, union membership or activity protected under the NLRA, or any other basis protected by federal, state, or local laws. The Hospital and the ONA also agree that they shall comply with the Americans with Disabilities Act and where such compliance requires departure from provisions of this Agreement, the Hospital shall notify ONA and, upon request, shall meet and confer on the proposed action and any alternative proposals by the ONA.

ARTICLE 7

Grievance Procedure

Section 1. For the purposes of this Agreement, the term "grievance" is defined as a disagreement between the Hospital and the ONA or bargaining unit member concerning the interpretation and/or application of or compliance with any provisions of this Agreement, as well as the reasonableness, compliance with, or application of the Hospitals employee handbook or work rules. When any such grievance does arise, the following procedure shall be followed:

Step 1. The bargaining unit member or ONA local leadership shall first discuss the subject matter of the grievance with the member's immediate supervisor or House Supervisor at a time that does not disrupt Hospital business. An ONA local representative shall have the right to be present at this meeting. If the grievance cannot be resolved in this discussion, the subject matter of the grievance shall be presented in writing to the appropriate manager, or his/her designee, within ten (10) working days after the bargaining unit member or ONA local leadership had knowledge of the event upon which the grievance is based. The grievance shall contain complete details of the grievance, including the approximate time and date of the occurrence, description of the events leading to the grievance and the resolution or remedy requested. The written grievance shall be dated and signed by the grievant unless impracticable for the grievant to do so. The manager shall provide an answer to the grievance, in writing, within ten (10) working days after the grievance is filed. Written grievances must be presented via hand delivery to the immediate supervisor or House Supervisor.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the bargaining unit member, ONA representative, or ONA local leadership may submit an appeal of the Step 1 answer to the Chief Nursing Officer within ten (10) working days of receipt of the answer. The Chief Nursing Officer shall schedule a meeting within ten (10) working days of the appeal and give her answer, in writing, within ten (10) working days of that meeting. An ONA representative and a representative of the local unit leadership shall have the right to be present at the meeting with the Chief Nursing Officer.

Step 3 – Mediation. If the grievance is not satisfactorily resolved at Step 2, the ONA may submit the grievance for mediation with a mutually chosen Federal Mediation and Conciliation Services mediator. The request for mediation shall be made within ten (10) working days

following the Chief Nursing Officer's written answer. The Hospital and ONA agree that they will make reasonable efforts to provide each other information that will facilitate the resolution of the outstanding grievance, including aiding in creating alternative options for resolution.

Any grievance settlement shall be in writing and signed at the grievance mediation session. Any settlement discussions held in the course of the mediation shall be considered confidential. Either party reserves the right to advance the grievance to arbitration if mediation is unsuccessful or if either declines mediation.

Step 4 – Arbitration. If the grievance is not satisfactorily resolved through Step 2 or mediation, it may be submitted to an impartial arbitrator for disposition by the ONA. The request shall be made in writing within twenty (20) working days after the Step 2 answer or the completion of mediation. The ONA shall solicit a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties may agree to use the American Arbitration Association in lieu of the FMCS if they are unsatisfied with FMCS panels. Within ten (10) working days of receiving the panel, the parties shall meet to alternate striking names off the panel until one name remains. The remaining name shall be the selected arbitrator.

The arbitrator shall have jurisdiction only over disputes arising out of grievances defined herein. The arbitrator shall not add to, subtract from, or modify any of the provisions, terms, or conditions of this Agreement. The decision of the arbitrator shall be final and binding upon all bargaining unit members, the ONA, and the Hospital. The fees and expenses of the arbitrator and the cost of the transcript of the record shall be borne equally by the parties. The arbitrator shall render the decision within thirty (30) days after the close of the hearing or submission of post-hearing briefs.

Section 2. The time limits provided for in this Article may be extended by mutual agreement of the Hospital and ONA. Working days, as used throughout this Agreement, 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 herein shall not thereafter be considered a grievance under this Agreement. Any disposition of a particular grievance accepted or not appealed by ONA shall be final, conclusive, and binding on the grievant, the Hospital, and ONA, with reference to the specific individuals, dates, and subject matter involved in said grievance. A grievance not answered within the time limits set forth herein shall automatically be deemed granted in favor of the grievant on a non-precedent, non-referable basis.

Section 3. Any grievance regarding termination of an employee may be fast tracked to arbitration with agreement from both parties.

Section 4. A grievance that affects more than one bargaining unit member, or that involves suspension or discharge of a bargaining unit member, may be initially presented at Step 2 of Section 1. Grievances that affect more than one bargaining unit member may be filed by ONA.

Section 5. Grievances may be processed by the bargaining unit member filing the grievance or the local unit leadership with the Hospital during normal working hours if there is no interference with the operational needs of the Hospital or patient care.

Section 6. All Hospital responses provided for under this Article shall be electronically delivered by the Hospital email to the ONA representative, local unit president, and the grievant at the grievant's Hospital email address.

ARTICLE 8

Corrective Action, Discipline, and Discharge

Section 1. The Hospital shall have the right to issue corrective action, discipline, or discharge to any bargaining unit member for just cause. If a bargaining unit member is required to attend an investigatory or disciplinary meeting, they have the right to ONA representation and advanced knowledge of the subject matter of the meeting. Management must notify them of this right before proceeding. If no representative is available in person or via telephone/video conferencing, the bargaining unit member may request the presence of another bargaining unit member, or the Hospital may postpone the meeting until a representative is available. Employees are free to decline the presence of a representative and the Hospital will document such decision in writing.

Section 2. The normal progression of corrective action will be verbal warning, written warning, final written warning/suspension, and termination; however, the appropriate level of action is dependent on the circumstances and will be determined by the Hospital.

Section 3. Signature on a corrective action indicates receipt thereof and not agreement with the corrective action, including any underlying facts that may be in dispute. In the instances of suspension or termination of a bargaining unit member, the Hospital will notify the local unit president or designee as soon as practicable.

Section 4. All disciplines subject to the Grievance Procedure. Should the action be suspension or termination, the grievance may be submitted at Step 2 of the grievance procedure, if a grievance is filed.

Section 5. Disciplinary actions that are more than twelve (12) months old shall not be considered in the application of progressive discipline.

ARTICLE 9

Employment Categories

Section 1. Full-Time Employees. Bargaining unit members who work between thirty-six (36) and forty (40) hours per week.

Section 2. Part-Time Employees. Bargaining unit members who work between twenty (20) and thirty-six (36) hours per week.

Section 3. Per Diem Employees. Per Diem bargaining unit members are those who work on an "as needed" basis. Per Diem employees are required to provide a schedule to work at least forty-eight (48) hours per six (6) week scheduling period, with twelve (12) of these hours scheduled on a Saturday. If a Per Diem member does not fulfill these requirements over a (2) six (6) week scheduling periods, it will be considered a voluntary resignation.

- a. ONA Membership. All Per Diem members employed by the Hospital shall, as a condition of continued employment, become members in good standing of ONA or pay a service fee no later than the thirty-first (31st) day of employment.

Section 4. Holidays. There is a requirement of one (1) major (Thanksgiving, Christmas, and New Year's Day) and one (1) minor holiday per year (Memorial Day, Independence Day, Labor Day, and Day after Thanksgiving,). When working a Hospital-recognized holiday, a Per Diem member will be paid at the same holiday rate as full-time and part-time members.

Section 5. Cancellation. If, due to a change in patient census or acuity, staff must be flexed, Per Diem members shall be cancelled prior to full- or part-time members. If the member's scheduled shift is not required, the Hospital may cancel the shift with at least two (2) hours' advance notice. A shift cancelled by the Hospital will still be counted toward a Per Diem member's work requirements. If the shift is cancelled without a minimum two (2) hours' notice, the member shall be entitled to report for two (2) hours of work, or choose not to report and have no other obligation to the hospital that day.

Section 6. Travelers/Agency Employees. Traveler/agency employees shall not replace or displace bargaining unit members.

ARTICLE 10

Hours of Work

Section 1. Work Week. A bargaining unit member will have a regularly scheduled shift of eight (8) hours, ten (10) hours, or twelve (12) hours. Upon agreement of the employee, there may be a work schedule consisting of a shift not listed above. The work week starts at 12:00 a.m. Sunday and is continuous until the following Saturday at 11:59 p.m. A member shall not work more than three (3) consecutive twelve (12) hour shifts in a row without her consent.

Section 2. Weekend Definition and scheduling. The term "weekend" as used in this Agreement shall mean those shifts normally commencing at 7:00 p.m. each Friday and ending at 7:00 a.m. on Monday. A bargaining unit member who works any two (2) consecutive scheduled shifts during the weekend shall be considered to have worked one (1) weekend. Members shall not be scheduled more than every third (3rd) weekend without the member's consent. If the Hospital determines that a staffing shortage requires employees to work every other weekend, Management will provide 30 days' notice of the need.

Weekend rotations may be adjusted when schedules are interrupted due to holidays or vacations. Weekend patterns may be changed upon consultation with the affected employee and the Hospital. Unless on an approved leave, absences on scheduled weekend shifts will be made up. In the event an employee requests to utilize paid time off on their scheduled weekend, it is the responsibility of the employee to find coverage before such request is granted.

Section 3. Self-scheduling. Bargaining unit members shall self-schedule according to ABC scheduling. The A and B groups will rotate, and the C group shall be comprised of Per Diem

members who schedule after groups A and B. The Hospital shall post the schedule fourteen (14) days prior to the start of that schedule.

Section 4. Additional Hours. Bargaining unit members are able to agree to work additional hours beyond their scheduled FTE, either prior to or after the schedule being posted or as staffing holes arise. Once a member has been informed by her supervisor that the shift has been awarded, the member shall be obligated to the Hospital as if it were a pre-scheduled shift. When cancelling staff, the Hospital has the right to prioritize employees working straight-time hours over employees who would be in overtime status.

If a member is mandated to work over the scheduled shift, the member will be paid the differential according to Article 27, Section 10.

Section 5. Bargaining unit members shall be entitled to one thirty (30) minute unpaid lunch period per shift. Employees working an eight (8) hour shift shall receive one fifteen (15) minute break; employees working a twelve (12) hour shift shall receive two (2) fifteen (15) minute paid breaks per shift. Lunches and breaks shall be scheduled throughout the day to provide adequate coverage, with the supervisor temporarily covering if needed. If there is inadequate coverage for a member to take a lunch, the supervisor will approve payment for the lunch period worked. The employee must complete the appropriate attestation in the timekeeping system and the appropriate electronic form to receive this approval. Paid lunch periods should not be used to shorten a shift by taking it at the beginning or end of a shift.

ARTICLE 11

Position Posting and Filling of Vacancies

Section 1. Definition. For the purposes of this Article, “vacancy” means a vacated or newly created bargaining unit position at the Hospital, but it does not include an approved voluntary reduction in hours by a bargaining unit member.

Section 2. Posting Period. Open positions shall be posted internally for a minimum of three (3) calendar days, and the postings will be made available to view on the internet and in Human Resources.

Section 3. Application Process. Vacancy postings shall include the date at which job bidding will close. Bargaining unit members shall place their bid in writing through the online application system. Once a position has been awarded, all applicants will be notified that the position has been filled. If no internal applicants are received, the Hospital may fill the vacancies through seeking external hires.

Section 4. Awarding Positions. Positions will be awarded based on the following factors: experience, competencies, and seniority. If two or more qualified applicants are substantially equal after considering the above factors, seniority shall determine who is selected. For the purposes of this Article, “qualified” means that the bargaining unit member is able to perform the job with reasonable orientation.

In filling a vacancy, bargaining unit members who meet the minimum qualifications as determined by the job description shall be chosen over external candidates.

When a bargaining unit member transfers to a new unit, they may choose to return to the previous position, if still available, within nine (9) orientation days.

Section 5. Eligibility. Bargaining unit members who have not completed their introductory period are ineligible to apply for a position on another unit or in another facility, unless there are no qualified internal or external candidates.

- A. A member will not be awarded a vacant position if they have received a disciplinary action (written warning or above) within the prior six (6) months.
- B. A member will not be awarded a vacant position if they have transferred into a new position within the prior (6) months, unless they are already cross-trained to that position.

The requirements of Section 5 may be waived by mutual written agreement of the Union and the Hospital.

ARTICLE 12

Orientation

Section 1. Newly-hired bargaining unit members shall receive at least eight (8) weeks of orientation. Orientees with prior experience shall receive orientation as determined by the supervisor, orientee, and preceptor. Orientees shall not be counted for the purposes of staffing. Orientees may be removed from orientation early, or provided an extended orientation period, with the agreement of Hospital leadership and the preceptor and orientee. While bargaining unit members are in orientation, they will be paid at the rate at which they are hired.

Employees must attend Hospital orientation, and have such attendance documented into the personnel file. Failure to attend Hospital orientation within sixty (60) days of hire will result in suspension or termination.

Section 2. Initial competencies assessed during orientation will be in compliance with federal, state, and Joint Commission requirements, as well as Hospital policies and procedures.

Section 3. All preceptors will be required to take the Hospital's preceptor course. No employee shall be assigned preceptor duties until they have completed the Hospital's preceptor course, unless the employee agrees otherwise. The Hospital will determine the number of individuals needed to be preceptors. The selection of the preceptor to orient a new employee will be by the unit manager taking into account the preceptor's schedule and the continuity of training for the orientee. However, in no case shall an employee be forced to work a night shift in order to precept an orientee unless the nurse consents to the change in shift to accommodate this purpose.

Section 4. The Hospital will make every effort to provide a consistent preceptor throughout the orientation period.

ARTICLE 13

Introductory Period

Section 1. All newly employed bargaining unit members or bargaining unit members reemployed after an absence of more than one (1) calendar year from the Hospital shall be placed in an introductory period of ninety (90) calendar days. If deemed necessary by the Hospital, the introductory period may be extended for another thirty (30) calendar days.

Section 2. During the introductory period, a nurse shall have no seniority rights under this Agreement; but, once the introductory period ends, but, if at the end of this period, the Hospital decides to retain the employee, the bargaining unit member's seniority will be established as the date of hire or rehire, whichever is applicable.

Section 3. During or at the end of the introductory period or any extension thereof, the Hospital may terminate such employee at will and such termination shall not be subject to the provisions of the Grievance Procedure contained in this Agreement.

ARTICLE 14

Seniority

Section 1. Seniority is determined by the length of service based on the bargaining unit member's original hire date into a bargaining unit position at the Hospital.

Section 2. Seniority shall be broken by a layoff exceeding twelve (12) consecutive months, voluntary resignation from the Hospital, retirement, or termination of employment.

Section 3. Seniority shall not be accrued for period of time when a bargaining unit member is:

- a. Employed in a temporary status;
- b. On an unpaid leave of absence that exceeds ninety (90) days, except for military leave.

Section 4. A former bargaining unit member who returns to the bargaining unit within ninety (90) days shall have their seniority restored but shall not receive seniority credit for time spent in a non-bargaining unit position.

Section 5. The Human Resources Department shall prepare a seniority list which shall contain the name, seniority credit, and bargaining unit hire date for each bargaining unit member. The seniority list will be emailed to the Local Unit President, or designee, ONA representative, as well as on the Hospital's SharePoint site. The list will be revised each quarter (January, April, July, and October) and sent or made available no later than the 15th of each of those months. Any proposed corrections to the seniority list must be submitted to Human Resources within two (2) weeks after the seniority list is posted.

Section 6. In cases in which there are two (2) or more bargaining unit members with equal bargaining unit seniority, ties shall be broken by comparing the last four (4) digits of the bargaining unit members' Employee Identification Numbers. The bargaining unit member with the higher number will be more senior.

ARTICLE 15

Reduction in Force

Section 1. For the purposes of this Article, “reduction” means an involuntary, indefinite elimination of a position or hours. “Affected unit” means a unit where a reduction has occurred or is planned to occur. “Affected member” means a bargaining unit member whose position is the subject of a reduction.

The Hospital will conduct any reduction in compliance with Article 6, No Discrimination.

Section 2. Reductions.

a. Implementation of Reductions.

1. Before implementing any reduction on any unit, the Hospital must first:
 - i. Solicit volunteers on all affected units who wish to resign or be placed on layoff status and retain the recall rights set forth in this Article.
 - ii. Return any bargaining unit members temporarily assigned to or from an affected unit to their former units.
2. Reductions will be conducted by job classification within a unit. However, the Hospital may decide to cluster similar and/or closely related units, whether or not they are in the same location for the purposes of a reduction. Before implementing such a decision, the Hospital shall first notify ONA and, upon request, shall discuss with the ONA. In addition, ONA may request that the Hospital cluster two (2) or more units. In making the decision to cluster, factors such as the following shall be considered:
 - a. The extent to which the units rely on each other for vacation and other relief;
 - b. The extent to which there has been cross-training;
 - c. The extent to which there is floating between the units; and
 - d. The extent to which the employees in different units have equivalent qualifications and perform substantially similar duties.
3. If two (2) or more units have been clustered under this subsection, references to “unit” in this Article shall mean such clustered units.
4. Within each job classification, reductions will occur in order of inverse seniority.

b. Order of Reduction.

1. Temporary/Agency/Travelers
2. Per Diems
3. Bargaining unit members in their introductory period
4. Regular part- and full-time bargaining unit members on an uncontested (defined as no pending grievance or arbitration proceedings) final written warning;
5. Regular part- and full-time bargaining unit members on the basis of inverse seniority

Section 3. Preference for Bargaining Unit Members.

- a. Preference. An affected member who does not retain a position on their unit under this Article shall have preference for any posted position at the Hospital for which they are qualified.

- b. Conditions:
 - 1. In the event more than one (1) displaced bargaining unit member who is entitled to preference applies for a posted position under this Section, the position shall be awarded by seniority.
 - 2. To qualify for the preference in this Section, a displaced bargaining unit member must apply for a posted position, have the necessary education, and must be qualified to perform the work after a reasonable orientation. The Hospital solely determines what is a “reasonable orientation.”
 - 3. If there is a vacant position in her category and shift at the Hospital and the bargaining unit member does not apply for such a position, or applies but does not accept the position if offered, the bargaining unit member will be considered as having resigned, unless she elects to bump under Section 6 of this Article.

Section 4. Notification.

- a. The Hospital shall notify ONA as soon as practicable before any reduction and shall, upon request, meet and confer with ONA regarding the impact of the reduction.
- b. Affected bargaining unit members will receive at least fourteen (14) calendar days’ written notice or will receive two weeks’ pay in lieu of notice. Any payments to part-time employees will be pro-rated in direct proportion to their current scheduled hours.
- c. The Hospital will comply with all applicable provisions of the Worker’s Adjustment and Retraining Notification Act (WARN) and provide appropriate notice in those reductions which fall within the scope of WARN.
- d. Bargaining unit members who are reduced shall receive health (medical, dental, vision) insurance benefits through the end of the month in which the layoff occurs, if enrolled in the Hospital’s insurance plans at the time of the announcement. For the purpose of insurance continuation, the date of the layoff will be at least fourteen (14) calendar days following written notice of layoff.

Section 5. Recall of Laid-Off Bargaining Unit Members.

- a. For a period of twelve (12) months from the date of the formal written notice of the reduction and subject to qualifications, bargaining unit members who, as a result of a reduction, are or will be laid off or reduced, are entitled to recall under the provisions of this Article.
- b. If within the period specified, the Hospital posts a vacancy on a unit where positions are subject to a reduction, such a position will be offered, subject to qualifications, to the remaining bargaining unit members on the affected unit first, and thereafter, if the position has not been filled, to affected bargaining unit members in inverse order of layoff. The Hospital will provide the bargaining unit member notice of recall by Certified Mail. The bargaining unit member must respond within five (5) working days of the date of the notice, or they will be terminated.

Section 6. Bumping Rights. A bargaining unit member may choose to bump into a position held by the least senior bargaining unit member so long as they have the skill and ability to perform the responsibilities of the position after two (2) weeks of orientation.

ARTICLE 16

Termination of Employment

Section 1. Any bargaining unit member who quits or resigns shall give the Hospital two (2) calendar weeks' written notice addressed to the immediate supervisor. No paid time off will be approved during the notice period.

Section 2. Bargaining unit members may request an exit interview with the Human Resources Department prior to bargaining unit member's last scheduled shift. In the case of involuntary termination, the bargaining unit member is entitled to an exit interview with the Human Resources Department at a mutually agreeable time by telephone or internet conferencing.

Section 3. Any employee who fails to give notice as required by this Article, or fail to work as scheduled through the notice period, may be deemed ineligible for re-employment and will forfeit payment of any accrued, but unused, vacation time, unless the circumstances causing the termination make it impossible to do so.

Section 4. Except as provided in Section 3, on termination of employment, a bargaining unit member with six (6) months of continuous service shall receive pay for all accrued, but unused, vacation to which she is entitled under the provisions of this Agreement. All unused vacation will be paid in a lump sum on the bargaining unit member's final paycheck. In the event of the death of a bargaining unit member, the accrued, but unused, vacation and sick time will be paid to the member's estate.

ARTICLE 17

Flex-Time and On Call

Section 1. Bargaining unit members who report to their regularly scheduled shift shall be guaranteed at least two (2) hours of pay.

Section 2. When bargaining unit members will potentially be flexed off, the Hospital will determine if the employee will:

- a. Perform other work/duties within the Hospital, if available.
- b. Be relieved from all obligations to the Hospital, using paid time (if available) or unpaid time; or
- c. Remain in an on-call status

Section 3. Bargaining unit members shall be flexed on a rotating basis.

Section 4. When a bargaining unit member is called into work while in on-call status, the member shall be paid at one and a half (1.5x) times the regular rate of pay.

ARTICLE 18

Floating

Section 1. Float Pool. The Hospital may maintain a Float Pool for the purpose of augmenting regular unit staff. Prior to implementing a Float Pool, the parties will negotiate a differential for bargaining unit members assigned to the Float Pool.

- a. A Float may be assigned to any clinical area based on needs. Floats will be given a reasonable orientation for each unit. Floats will be expected to be pulled to multiple units within a single shift, work on multiple units, and take an assignment, as needed.

A Float shall be required to have at least one (1) year of prior experience before bidding on a float position. Employees hired into the float pool will have up to an additional four (4) weeks to orient in any area where they have not previously oriented. Orientees may be removed from orientation early, or provided an extended orientation period, with the agreement of Hospital leadership and the preceptor and orientee.

- b. During the orientation period, if an Employee is hired to a float position from another bargaining unit position they may request to return to the prior position if the position remains open.

Section 2. Pulling. Bargaining unit members may be pulled away from their home units to a different unit as staffing needs require. The order of pulling is as follows:

- a. Cross-Trained Members – The Hospital shall first ask for volunteers among bargaining unit members who are cross-trained to the unit with the need. If there are no volunteers, the Hospital shall pull cross-trained bargaining unit members on a rotating basis.
- b. Non-Cross-Trained Members – If no cross-trained members are available, a non-cross-trained bargaining unit member may be pulled. The Hospital shall first request volunteers. If there are no volunteers, the Hospital shall pull members on a rotating basis.

ARTICLE 19

Cross Training

Section 1. A bargaining unit member who has an interest in being cross trained shall submit written notice to the current Manager, as well as the Manager who oversees the unit to which the member would like to cross train.

Section 2. A bargaining unit member who cross trains to another unit will receive an orientation period with a preceptor in accordance with Article 12 and the member's experience and skills.

Section 3. If a member has successfully cross trained to a unit, the Hospital agrees to provide additional training (BLS, ACLS, Wound Care, etc.) to meet the qualifications required to work on the cross-trained unit, if any. The Hospital shall have additional training completed within six (6) months of cross training completion.

Section 4. A bargaining unit member shall be floated into the cross-trained unit in order to maintain competency. That competency shall be maintained for a period of not less than one (1) year

following the completion of her orientation. As necessary to maintain the employee's competency, the Hospital may cover her regular assignment by floating or other means. It is the responsibility of the nurse to maintain skills needed on her cross-trained unit, and she may request additional time spent on the unit or training on unit-specific tasks.

ARTICLE 20

Holidays

Section 1. The Hospital recognizes the following holidays:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. The Day after Thanksgiving
- g. Christmas Day

Section 2. Paid holiday time is accrued as follows:

Max Accrual Per Pay Period	Hours Per Year	Days Per Year	Cap
2.1583	56	7	112

Section 3. To be entitled to holiday pay, a bargaining unit member must be on the active payroll, not an unpaid leave of absence or layoff, during the week in which the holiday falls. The employee must have worked the last scheduled shift prior to and the next complete scheduled shift following the holiday, and have worked the holiday if scheduled to do so, unless the absence is authorized or excused by the immediate supervisor. If an employee is sent home due to flex time, they may choose to use their accrued holiday pay. If an employee is not scheduled to and does not work the holiday, they may choose to use the accrued holiday pay at the regular rate of pay for the number of hours they are regularly scheduled to work. If an employee does not work on a holiday and has insufficient hours in their bank to cover it, they may opt to use vacation or sick time hours, or go without pay.

Section 4. The Hospital shall have the right to require any employee to work any holiday except that no employee will be scheduled to work both Thanksgiving and Christmas holidays in the same year unless the employee requests to work. The Hospital will endeavor, as scheduling permits, to schedule employees four holidays one year and three holidays the following year, alternating holidays.

All bargaining unit members who work on a holiday will be paid at time and one half (1.5x) the regular rate of pay for all hours worked.

These provisions shall apply to shifts commencing at or after 7:00 pm on the day before the holiday and continuing until midnight of the day of the holiday.

Section 6. Any bargaining unit member on call for any reason on a holiday listed under this Article may choose to be paid holiday pay in addition to on-call pay. Further, the member shall be considered to have worked the general holiday for the purposes of holiday rotation.

ARTICLE 21

Leaves

Section 1. Family and Medical Leave. The Hospital will comply with the Family and Medical Leave Act of 1993, as amended. However, the parties agree to the following:

- a. The Hospital shall not permanently replace a bargaining unit member's position for a period of eighty-four (84) days; and

Section 2. A bargaining unit member with a temporary work-related injury may be eligible for transitional work for up to sixty (60) days, which may be extended upon mutual agreement. A bargaining unit member in the transitional work program will maintain their regular rate of pay and benefits while in the program. If a member is temporarily assigned to a non-bargaining unit position under this program, they shall retain all the rights and obligations of bargaining unit membership.

Section 3. Bereavement Leave. In the event of a death of a member of a full-time bargaining unit member's immediate family, they shall be granted up to twenty-four (24) paid hours for bereavement leave to be used within thirty (30) calendar days of the death. A part-time bargaining unit member shall be granted up to twelve (12) hours of leave to be used within thirty (30) calendar days of the death. The bargaining unit member may receive up to the regularly scheduled number of hours in a day of bereavement leave.

Members of the immediate family are limited to the following relationships for the purpose of this Section: current spouse, domestic partner, parents, children, brother, sister, current father-in-law, current mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparents, stepchildren, or anyone for which the bargaining unit member serves as legal guardian with proper legal documentation.

The bargaining unit member must notify her department head, director, manager, or supervisor if bereavement leave is needed and specify the member of the family having expired, including the date of expiration.

Additional time off for deaths not listed above without pay may be granted by the Hospital based upon the circumstance.

Section 4. Jury Duty/Court Appearances. When a bargaining unit member is required to perform jury duty, the member shall be paid at the regular straight-time hourly rate, less differentials, if any, for those hours spent on jury service for which the member had been regularly scheduled to and would have worked but for the performance of jury duty, for up to twenty four (24) hours in a calendar year.

A bargaining unit member working between the hours of 7:00 pm and 7:00 am shall be excused from work at the scheduled start of their shift on the day preceding jury duty, and the member shall be paid pursuant to the terms of this section.

To be eligible for jury duty pay, the bargaining unit member shall notify the Hospital ten (10) days in advance, or as soon as possible and submit a statement of the jury commissioner attesting to such service.

When a bargaining unit member is required to testify on the Hospital's behalf in their capacity as a health professional and Hospital employee at a trial or deposition, the Hospital shall compensate the member for all time spent in such testimony and related travel at the member's regular rate of pay, less differentials, if any. The employee shall submit to the Hospital a statement from the appropriate hearing officer attesting to the length of the witness service.

When testimony or jury duty takes more than six (6) hours, the member will be paid for a full shift. If the jury duty or testimony takes less than six (6) hours, the employee may use vacation time to provide pay for the remaining hours of the shift, or may return to work and report for duty.

ARTICLE 22

Labor Management Committee

Section 1. Representatives of ONA and the Hospital shall meet monthly, unless otherwise mutually agreed, at Labor Management Committee to address matters of mutual concern and interest, including, but not limited to: labor relations, safety, Hospital quality measures, Hospital finances, day-to-day staffing concerns, Assignment Despite Objection (ADO) submissions, patient satisfaction scores, and professional development.

Section 2. The Committee shall be comprised of the Director of Human Resources, Chief Nursing Officer (CNO), and three (3) members of management that directly supervise bargaining unit members. ONA shall select four (4) members for the Committee and an ONA representative. Other ONA or management members or representatives may come to the meeting upon mutual request to discuss specific topics. Agenda items, other than the standing items listed above, shall be submitted to the Hospital designees at least one (1) week prior to the meeting. All designated members of the committee shall be released from work with pay to attend the meeting. The parties may agree to combine this unit's meeting with the current safe staffing meetings held pursuant to the Agreement between the ONA and the Hospital covering Registered Nurses.

Section 3. Bargaining unit members may file ADOs by electronic or paper form. The bargaining unit member must first initiate the process by notifying a supervisor and completing the form within forty-eight (48) hours after the end of the shift in question. The supervisor will investigate such complaints and report the findings to the Labor Management Committee.

ARTICLE 23

Personnel Files

Each bargaining unit member shall have the right to review her personnel file every six (6) months, provided the review is in the presence of a representative of the Human Resources Department. The member shall give advance notice of her desire to review her personnel file to the Human Resources Department, and a meeting shall be scheduled at a mutually agreeable time outside of the employee's scheduled working hours. Nothing contained in the file may be removed by the member. If a member receives discipline or files a grievance, their personnel file may be reviewed regardless of whether it has been reviewed in the previous six (6) months.

ARTICLE 24

Health & Safety

Section 1. The Hospital shall provide safe and healthful working conditions and guard the health of the employees and the patients whom the Hospital serves.

Section 2. All health and safety equipment that is deemed necessary by the Hospital shall be furnished. The Hospital shall provide employees with adequate training on the use of proper work methods and procedures, equipment, and required protective equipment required to perform duties.

Section 3. No bargaining unit members shall be discriminated against in any way, or discharged or disciplined, for reporting activities related to health and safety. All employees shall have the right and shall actively be encouraged to report symptoms, injuries, illnesses and/or unsafe or unhealthy working conditions to a manager, supervisor, Human Resources, and/or regulatory agencies without reprisal.

Bargaining unit members will be given an opportunity to give input where incidents or events occur.

ARTICLE 25

Vacation and Sick Time

Section 1. Paid vacation days are available to eligible full- and part-time bargaining unit members to be used for any personal reason.

Section 2. Paid sick time may be used for the bargaining unit member's own illness, injury, or pregnancy, or the illness or injury of an immediate family member.

Section 3. Accrual of Vacation and Sick Time. Vacation and sick time are divided into two (2) separate banks that accrue at the following rates:

Vacation Time

For Employees Regularly scheduled 8 hours:

Years of Service	Vacation max per pay period	Accrual Per Hour Worked	Accrued Hours Per Year	Accrued Days Per Year	Cap
0 to 5 Years	3.08	0.03847	80	10 days	320 hrs
5 to 10 Years	4.62	0.05770	120	15 days	320 hrs
10+ Years	6.16	0.07693	160	20 days	320 hrs

For Employees Regularly scheduled 12 hours:

Years of Service	Vacation max per pay period	Accrual Per Hour Worked	Accrued Hours Per Year	Accrued Days Per Year	Cap
0 to 5 Years	3.08	0.04274	80	10 days	320 hrs
5 to 10 Years	4.62	0.06411	120	15 days	320 hrs
10+ Years	6.16	0.08548	160	20 days	320 hrs

Sick Time

For Employees Regularly scheduled 8 hours:

Accrual Per Hour Worked	Sick Max per pay period	Accrued Hours Per Year	Accrued Days Per Year	Cap
0.02308	1.85	48	6	120 hrs

For Employees Regularly scheduled 12 hours:

Accrual Per Hour Worked	Sick Max per pay period	Accrued Hours Per Year	Accrued Days Per Year	Cap
0.02565	1.85	48	6	120 hrs

- a. Accrual of paid vacation and sick time will begin from the first day of employment or status change (e.g. per diem to full-time) and is accrued on a pro-rata basis.
- b. New bargaining unit members are eligible to use paid vacation and sick time upon accrual.
- c. Paid vacation and sick time accrue on a pro-rata basis, based on employment status, hours worked, and length of continuous service. The benefit accrual rate will change at the beginning of the first pay period following the anniversary date.
- d. Vacation and sick time may not be used prior to accrual
- e. Vacation and sick time will accrue on all hours worked, as well as the use of vacation, sick, or holiday time.

- f. Prescheduled Vacation. Bargaining unit members shall notify the Hospital by December 15th of each year of their choice of vacation dates for the following year. Employees may rank up to four (4) weeks. Vacation requests shall be awarded based upon bargaining unit seniority within the shift and the ranking of the request. (i.e. for the first round of vacation awards, the most senior bargaining unit member will receive their first ranked request. In subsequent rounds, a less senior member's higher ranked request shall be granted) The Hospital shall respond either approving or denying the request and provide the response no later than January 1st of each calendar year. Vacation time need not be accrued at the time of the request; however, the bargaining unit member must be able to accrue the total amount of vacation being requested prior to the first requested day off. The employee is responsible for ensuring they have enough vacation time accrued at the time the vacation is taken; if there is not enough time accrued, vacation approval may be retracted. Prescheduled vacation will generally be approved in one week increments from May through August. However, if an employee requests a second consecutive week during that time, if scheduling allows, the Hospital may grant a second week in Management's discretion.
- g. Non-Prescheduled Vacation. For vacation requests that are not prescheduled under Subsection (g) above, bargaining unit members must request time off thirty (30) days in advance of their proposed absence to consider and approve the request, where practicable. The department head may approve or disprove the request for time off based upon the needs of the department.
- h. In the case of illness or injury to the bargaining unit member or immediate family member, the bargaining unit member is responsible for reporting absence at least two (2) hours prior to the start of the shift.
- i. Vacation and sick time will be paid as straight time hours, less differentials, up to the number of hours the nurse is regularly scheduled per day. These hours are not counted as hours worked for the purpose of computing overtime.
- j. When business needs dictate, bargaining unit members may be asked to "flex," i.e. take time off for business needs, in accordance with Article 17, Section 2. Bargaining unit members may elect to use vacation or sick time, or they may choose to take the time unpaid. When flexed, a member continues to accrue vacation and sick time for those hours.
- k. The vacation, sick, and holiday banks are interchangeable. Bargaining unit members must submit a paid vacation, sick, or holiday time-off request in the timekeeping system.
- l. If an employee is on an unpaid disciplinary suspension, they may not utilize any sick, vacation, or holiday time.

ARTICLE 26

Education

Section 1. The Hospital shall continue its current practice of providing in-service programs to bargaining staff and, to the extent practical, shall make them available to members on all shifts.

In-services and mandatory meetings will be made available to members working nights and evenings.

Section 2. Bargaining unit members who are directed to attend educational programs or other meetings away from the Hospital shall be paid for such time spent at meetings at the appropriate hourly rate, and members shall be reimbursed mileage at the approved IRS rate per mile.

Section 3. Bargaining unit members who have completed their introductory period shall be eligible for time off without pay to attend conventions of ONA and other union-related programs. Time off shall be requested at least six weeks in advance and shall be limited to one time per year per designated person. Only one person is guaranteed time off for any one conference, unless staffing allows for additional requests to be granted.

Section 4. If a course or competency is required by the Hospital for the bargaining unit member's position, it shall be provided by the Hospital, and the member shall be paid at the straight hourly wage for all time required to complete the course.

Section 5. Tuition Reimbursement. Full-time bargaining unit members shall receive two thousand dollars (\$2,000.00), and part-time bargaining unit members shall receive one thousand dollars (\$1,000.00) for tuition reimbursement per calendar year.

Eligible fees for tuition reimbursement shall include: registration fees, tuition expenses, student fees, lab fees, and required textbooks. Bargaining unit members shall be eligible for tuition reimbursement upon the completion of twelve (12) calendar months of continuous employment.

Tuition reimbursement shall be for accredited Associate's, Bachelor's, or advanced degree programs, relevant to a healthcare-related field, provided that:

- a. The member has received advanced approval;
- b. satisfactorily completes the course with a Grade of "C" or better;
- c. The member submits all receipts for reimbursable expenses, as described above; and
- d. Once submitted, tuition reimbursement shall be paid within four (4) weeks.

Section 6. Certification Pay.

1. The Certification Recognition bonus will be a taxable payment through payroll. Each FT employee certified in their current field will receive \$550.00 annually, on a date designated by the Human Resources Department, as a bonus for the certification. Each PT employee certified in their current field will receive \$300.00 annually, on a date designated by the local Human Resources Department, as a bonus for the certification.
2. Recognition Bonus shall be payable per year. Recognized certifications:

For all employees:

CRCST Certified Registered Central Service Technician
CFER Certified Flexible Endoscope Reprocessor

For Licensed Practical Nurses:
 WTA-C Wound Treatment Associate-Certified

3. Additional certifications may be presented at Labor Management Committee for discussion of inclusion in the above list by mutual agreement.

ARTICLE 27

Wages

Section 1. Effective the pay period that includes the date of ratification of this agreement, all bargaining unit members, except those working in the School Nurse Program shall be placed on Year 1 of the following hiring scale based on years of experience, except that no member’s rate of pay shall be reduced, and each member shall receive at least a 2% wage increase. Effective upon the first anniversary of ratification, the hiring scale will be the rates in the column “Year 2” and effective on the second anniversary of ratification the hiring scale will be the rates in column “Year 3”.

FT/PT LPNs working in the hospital and Surgical Techs with Certification:

Years of Experience	Year 1	Year 2	Year 3
0	\$25.25	\$25.50	\$25.76
1	\$25.69	\$25.76	\$26.01
2	\$26.14	\$26.21	\$26.27
3	\$26.60	\$26.66	\$26.73
4	\$27.06	\$27.13	\$27.20
5	\$27.54	\$27.61	\$27.67
6	\$28.02	\$28.09	\$28.16
7	\$28.51	\$28.58	\$28.65
8	\$29.01	\$29.08	\$29.15
9	\$29.52	\$29.59	\$29.66
10	\$30.03	\$30.11	\$30.18
11	\$30.56	\$30.63	\$30.71
12	\$31.09	\$31.17	\$31.25
13	\$31.64	\$31.72	\$31.79
14	\$32.19	\$32.27	\$32.35
15	\$32.76	\$32.84	\$32.92
PRN	\$31.64	\$31.72	\$31.79

Surgical Techs:

Years of Experience	Year 1	Year 2	Year 3
0	\$22.50	\$22.73	\$22.95
1	\$22.89	\$22.95	\$23.18
2	\$23.29	\$23.35	\$23.41
3	\$23.70	\$23.76	\$23.82
4	\$24.12	\$24.18	\$24.24
5	\$24.54	\$24.60	\$24.66
6	\$24.97	\$25.03	\$25.09
7	\$25.41	\$25.47	\$25.53
8	\$25.85	\$25.91	\$25.98
9	\$26.30	\$26.37	\$26.43
10	\$26.76	\$26.83	\$26.89
11	\$27.23	\$27.30	\$27.36
12	\$27.71	\$27.78	\$27.84
13	\$28.19	\$28.26	\$28.33
14	\$28.69	\$28.76	\$28.83
15	\$29.19	\$29.26	\$29.33
PRN	\$28.19	\$28.26	\$28.33

Section 2. Newly hired bargaining unit members shall be placed on the step of the wage scale commensurate with their years of experience as Licensed Practical Nurse or Surgical Technician, whichever is applicable.

Section 3. Effective beginning on the first pay period that includes May 31, 2026, all bargaining unit members shall receive a 2% wage increase.

Effective beginning on the first pay period that includes May 31, 2027, all bargaining unit members shall receive a 2% wage increase.

Section 4. Any Surgical Technician who receives and maintains their Surgical Scrub Tech Certification will be paid on the LPN wage scale. Certification will be voluntary, and employees may use the allowance provided for in the Education Article to pay for the certification.

Section 5. Overtime and Crisis Pay. Bargaining unit members shall be paid at one and one half (1.5x) their regular rate of pay for all hours worked in excess of 40 hours in any one work week.

Bargaining unit members are eligible for Crisis Pay of five dollars (\$5.00) per hour when there is a dire need due to unforeseen events as determined by the Hospital. Prior to mandating bargaining unit members, the hospital shall offer crisis pay. Members must work over their FTE to be eligible. All paid time off, flex time, on-call, bereavement, jury duty, and education time count towards

hours worked for the calculation of crisis pay eligibility. Any unexcused call-off by the member within the week will negate crisis pay. There will be no stacking of Crisis Pay and call-back pay.

Section 6. The Hospital shall pay a shift differential of \$3.00 per hour for hours worked between 3:00 pm and 7:00 am, provided that the bargaining unit member works the majority of their hours for the shift between 3:00 pm and 7:00 am.

Section 7. The Hospital shall pay a weekend differential of \$3.00 per hour for all hours worked between 11:00 pm on Friday and 11:00 pm on Sunday.

Section 8.

- A. "On Call" is defined as hours during which a bargaining unit member is required to be available by telephone to report to the Hospital for duty. A member who is on call shall be paid at the rate of \$5.00 per hour. A member who is required to return to the hospital for work when on call shall be paid at one and one half (1.5x) the regular rate of pay with a two-hour guarantee. On call pay ends when the employee is called into the hospital.
- B. An employee who is scheduled to be on call immediately following their shift who is required to stay beyond their scheduled shift will receive mandate pay for time worked beyond their shift prior to leaving the hospital. Upon leaving the hospital, they will receive payment as described in Paragraph 8a.

Section 9. A bargaining unit member who precepts shall be paid a differential of \$1.00 per hour.

Section 10. A bargaining unit member who is mandated to work beyond their regularly scheduled shift will receive a differential of \$5.00 per hour.

Section 11. School Nurse Program

- A. LPNs who work within the school district hired after the ratification of this Agreement shall be paid a flat rate of \$20 per hour worked, and shall receive benefits consistent with their FTE status. If the reimbursement rate in the contract with the school district increases to more than \$20/hour, the Hospital will notify the Union and meet to discuss an increase to the LPNs hourly rate.
- B. Current LPNs working at the school district will receive a 2% increase to their current rate of pay upon ratification, and will receive the 2% increase at the same time as other members of the bargaining unit. If an LPN working in the schools returns to work in the hospital, or picks up shifts in the hospital, they will be paid according to years of experience on the chart above.
- C. During the summer, School Nurse LPNs will be laid off and may choose to continue their benefits through COBRA.

If the Hospital has a need during the summer months, and the employee is qualified, they may:

1. Pick up open shifts in the Hospital.

2. Perform non-bargaining unit work. If the LPN performs non-bargaining unit work under this paragraph, the employee will continue to receive their regular rate of pay and will be subject to all terms and conditions of this Agreement. The LPN performing non-bargaining unit work during the summer months will not convert the position to a bargaining unit position.

LPNs who continue to work during the summer will receive benefits during the summer at their regular FTE status. The parties recognize that the LPN may work fewer hours during the summer, as hours are not guaranteed. As long as the employee is willing and available to work, the FTE status will not be changed during the summer.

- D. The Hospital reserves the right to end the LPN program if the Hospital and school district decide not to renew the contract for services.

ARTICLE 28

Insurance and Retirement

Section 1. The Hospital shall maintain a Hospital-provided life insurance and accidental death insurance in the amount of one times the employee’s straight time wages determined by multiplying the hourly rate times 2080 for full time employees and by 1040 for party time employees. This benefit is 100% Hospital paid. The Hospital shall also maintain a voluntary life insurance plan that the member may elect to pay for coverage.

Section 2. The Hospital shall offer the Prime Healthcare Medical EPO Plan and the Value Plan, including prescription drug coverage. The schedule of benefits and employee cost of coverage shall be the same as all other hourly employees in the Hospital. If the schedule of benefits and/or employee cost are set to change, the Hospital agrees to notify ONA and meet to negotiate before any changes are implemented. If any law or regulation is passed that mandates changes to any plan, the Hospital shall implement the legally required changes effective the next plan year.

Spouses who are eligible for medical coverage under their own employer’s plan are not eligible to enroll in the Hospital’s medical plan. However, they can enroll in the dental, vision, and life plans.

Section 3. The Hospital shall maintain a 401(k) Plan for bargaining unit members, and plan contributions and the vesting schedule shall not be diminished in any way during the term of the Agreement.

Employer matching contributions shall be as follows:

Length of service	Employer Match per dollar of employee contribution
1 year to 10 years	\$.25 per \$1.00 up to 4% of gross income
11 years to 20 years	\$.50 per \$1.00 up to 4% of gross income
21+ years	\$1.00 per \$1.00 up to 4% of gross income

Section 4. For the life of this Agreement, the Hospital shall maintain a short-term disability benefit plan at the same cost as for all other hourly employees in the Hospital.

Section 5. For the life of this Agreement, the Hospital shall maintain a long-term disability benefit plan at the same cost as for all other hourly employees in the Hospital.

Section 6. For the life of this Agreement, the Hospital shall maintain Dental and Vision insurance at the same benefit levels and cost as for all other hourly employees in the Hospital.

Section 7. The Hospital Employee Assistance Program (EAP) is a program which provides, among other things, assistance to bargaining unit members in need of financial, emotional, psychological, or marital counseling. All participation by a member in the EAP shall remain strictly confidential without details shared with the Hospital other than compliance with the EAP Program.

Section 8. The Hospital shall maintain a Legal Plan as set forth in the Coshocton Regional Medical Center Benefit Guide available to bargaining unit members at the same benefit levels and cost to other hourly employees.

ARTICLE 29

Successorship

Section 1. Subject to any confidentiality restrictions, in the event of a merger, sale, closure or other transfer of ownership of its operations, related to this bargaining unit, in whole, or in part, the employer shall notify the ONA of such transaction as soon as practical.

Any such successor(s) may notify the ONA in writing of its election to be bound by the contract. Such notification will be communicated to the ONA within thirty (30) calendar days of such transfer to the successor(s). In the event of such timely notification by the successor(s) the successor(s) the ONA and the bargaining unit employees shall be bound by the contract until it terminates pursuant to its terms.

ARTICLE 30

Alteration of Agreement and Waiver

Section 1. It is mutually agreed that no amendments, alterations, modifications, or variations of this agreement shall be valid unless made in writing and mutually agreed to by both parties. However, any interpretation or application of any provision of this Agreement agreed upon between the Hospital and the ONA in writing shall be binding. The waiver of any breach or condition by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 2. In the event that any provision of this Agreement is held to be in conflict with or in violation of any state or federal statute, rule or decision, or valid administrative rule or regulation, such statute, rule, decision, or valid administrative rule shall govern. All other provisions of this Agreement not in conflict shall continue in full force and effect.

ARTICLE 31

Duration

The Agreement, effective May 31, 2025, shall continue in full force and effect without change until 11:59 pm on May 31, 2028. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to the expiration of this Agreement, give written notice of the termination or amendment to the other party. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect on a year to year basis, subject to termination or amendment by either party on at least ninety (90) days written notice.

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

OHIO NURSES ASSOCIATION

COSHOCTON REGIONAL MEDICAL
CENTER
