A G R E E M E N T

Between

THE
OHIO NURSES ASSOCIATION

and the

CITY HOSPITAL ASSOCIATION
OF EAST LIVERPOOL, OHIO

July 22, 2022

to

July 21, 2025

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ANA CODE OF ETHICS FOR NURSES

The parties to this Agreement endorse in principle the ANA Code of Ethics for Nurses as amended. However, the provisions of this Code shall not be subject to the Grievance Procedure.

1. The nurse practices with compassion and respect for the inherent dignity, worth, and unique attributes of every person.

2. The nurse's primary commitment is to the patient, whether an individual, family, group, community or population.

3. The nurse promotes, advocates for, and protects the rights, health, and safety of the patient.

4. The nurse has authority, accountability, and responsibility for nursing practice: makes decisions; and takes action consistent with the obligation to promote health and to provide optimal care.

5. The nurse owes the same duties to self as to others, including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and to continue personal and professional growth.

6. The nurse, through individual and collective effort, establishes, maintains, and improves the ethical environment of the work settings 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, collective 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.

Adopted by the American Nurses Association in 1950;
most recent revision 2016.

This Agreement is made and entered into by and between The City Hospital Association of East Liverpool, Ohio, hereinafter the "HOSPITAL," and the Ohio Nurses Association, hereinafter "ONA" along with its affiliate the East Liverpool Nurses Association ("ELNA");

RECOGNITION

ARTICLE 1—DEFINITIONS

Section 1. ONA Affiliation. Hospital recognizes the Ohio Nurses Association/AFT, AFL-CIO and its local unit affiliate the East Liverpool Nurses Association as the exclusive representative of the registered nurses in East Liverpool, Ohio 425 West Fifth Street, excluding supervisors as defined in the National Labor Relations Act, as amended, for the purpose of negotiating rates of pay and other conditions of employment.

Section 2. Nurse. The term "nurse" shall mean a member of the bargaining unit, as described in Section 1 of this Article. The term “full-time nurse” shall mean a nurse who is regularly scheduled at least thirty-six (36) hours per week. The term “part-time nurse” shall mean a nurse who is regularly scheduled at least twenty (20) hours but fewer than thirty-six (36) hours per week. Nurses who scheduled fewer than twenty (20) hours per week are considered Per Diem nurses.

Section 3. Gender. The feminine gender whenever used in this Agreement shall be deemed to include the masculine gender.

Section 4. Non-Supervisory Classification. Should Hospital establish a new non-supervisory registered nurse classification that could be considered covered under the collective bargaining agreement after the effective date of this Agreement, it will on request meet with ONA to discuss its status in relation to this Agreement. If the parties are unable to agree on its status, the question may be submitted to the National Labor Relations Board for resolution through unit clarification proceedings.

Section 5. Nursing Practice. Hospital shall not permit any employee who is not a registered nurse to perform any duty which is limited by law to registered nurses.

Section 6. RN Identification. Bargaining unit nurses shall wear some form of “RN” identification for patients as agreed upon between Hospital and ONA while on duty and Hospital shall require the nurse’s first name and first initial of last name on the identification.

Section 7. Nursing Status. The parties agree that all nurses covered under this Agreement are bargaining unit employees although they may perform charge duties during the course of their employment. Additionally, nurses temporarily assigned charge duties shall not have their bargaining unit status questioned nor shall any employee in the bargaining unit be considered a supervisor for the purposes of this Agreement.

ARTICLE 2—ONA MEMBERSHIP

Section 1. ONA Membership. It shall be a condition of employment that all nurses employed in positions covered by this Agreement shall become members in good standing or pay an agency fee of the Ohio Nurses Association and its affiliate the East Liverpool Nurses Association not later than the thirty first (31st) day following their date of hire and shall thereafter remain members in good standing or pay an agency fee so long as they are employed in positions covered by this Agreement. The requirements of this provision shall not apply to any nurse covered by this

Agreement to whom membership is denied, or whose membership is terminated, for reasons other than failure to make tender of initiation fees or monthly dues uniformly required of all members as a condition of acquiring and maintaining membership.

Section 2. Contract Distribution. ONA will distribute to new nurse employees and to other nurses upon request a copy of this Agreement and an ONA membership application packet.

Section 3. ONA Orientation. Hospital agrees to provide a one (1)-hour block of time at a mutually agreed time during the first week of a newly-employed nurse's orientation for the Local Unit Chair or her designee to meet with the newly-employed nurse to provide a copy of this Agreement and to explain her rights and obligations thereunder. The orientee shall be paid for this one (1)-hour block of time.

Section 4. Negotiation Teams. To the extent possible, negotiating team members shall be excused from duty each day of negotiations, including those nurses working the night shift the day prior to each session. Time lost from work up to the normal hours the nurse would have worked shall be counted as days worked for purposes of computing seniority and benefits.

Section 5. ONA Communication. Hospital will continue to make available to ONA a bulletin board and a mailbox at the current location or other locations mutually acceptable to the parties. Notices critical of any individual, group, or institution shall not be posted. To facilitate communications, a copy of all ONA postings will be provided to Human Resources.

Section 7. Current ONA Membership Status. Once each six (6) months, or more frequently upon request, Hospital will provide to the chairperson of the local unit of the ONA and ONA a complete list of nurses in the bargaining unit, with the following information: name, address, cell phone number, date of hire, department or unit and current hourly rate. Monthly lists will be provided to ONA for all new hires, terminations, leaves of absence, layoffs, etc., and effective dates of each. New hire lists will include name, rate of pay, address, cell phone number, date of hire, department or unit and current hourly rate.

ARTICLE 3—DUES DEDUCTION

Section 1. Dues Deduction Form. The Hospital agrees to deduct ONA dues and ELNA local unit dues in equal amounts twenty-six (26) times a year from the pay of nurses covered by this Agreement, upon receipt of a written signed authorization for each nurse, to be provided to Hospital by ONA on a form of authorization mutually agreed upon.

Section 2. Deduction Process. In the event any nurse whose pay is subject to the deduction of ONA dues and local unit dues, as provided in this Article, the Hospital will not be responsible for the collection of back dues. It will be the responsibility of ONA to arrange collection of unpaid dues directly with the nurse.

Hospital will deduct East Liverpool City Hospital local unit dues in whatever sum is designated in writing by the president of the local unit upon receipt of a voluntary written authorization executed for that purpose by the nurse.

Section 3. Dues Termination. The Hospital's obligation to make such deduction shall terminate automatically upon the termination of the employment, or upon her transfer to a position not covered by this Agreement, or if revoked by a provision of any law, or if authorization is withdrawn by the nurse.

Section 4. Current Membership List. Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) of each month following the month of the deduction. Hospital will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues have been deducted.

MEMBER DUES OR AGENCY FEE DEDUCTION AUTHORIZATION

_____ _____

(Print last name/first) (Social Security Number)

I request and authorize East Liverpool City Hospital to deduct from my earnings each month such amount as is designated in writing to East Liverpool City Hospital by the Ohio Nurses Association as constituting my monthly dues or agency fee to said Association and to transmit the dues deducted to the Ohio Nurses Association at 4000 East Main Street, Columbus, Ohio 43213-2983.

I also request and authorize East Liverpool City Hospital to deduct from the first pay in July such amount as is designated in writing to East Liverpool City Hospital by the Local Unit Chair as constituting my dues or agency fee to said Local Unit and to transmit the dues deducted to the Local Unit Chair at her home address.

I shall have the right to terminate this authorization at any time upon giving East Liverpool City Hospital and the Ohio Nurses Association written notice at least 14 days before such termination is to become effective.

_____ _____

Signature Date

ARTICLE 4—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 supervision and direction of the nursing workforce.

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 nurses;
c. Determine the services offered;
d. Direct its nurses, including the right to determine the shifts and number of hours to be worked by nurses, as well as the duties to be performed and the assignment of nurses as to numbers employed for any task or operation;
e. Hire, transfer and promote nurses;
f. Determine the size of the nursing 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. Relocates nurses' locations of work;
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 nurses for just cause;

m. Determine qualifications needed to perform in a position, including evaluating the performance of job duties to maintain patient safety Create and maintain policies and procedures for the operations of the Hospital;
n. Establish, modify, and abolish award and reward programs that do not provide direct economic benefit.

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 nurses 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 the Handbook or policy changes that have an impact on nurses' working conditions or employment. Bargaining unit nurses' compensation and benefits will be governed solely by the terms of the Agreement.

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

ARTICLE 5—NO STRIKES; NO LOCKOUT

Section 1.
During the term of this Agreement, the ONA shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall an employee instigate or participate in, directly or indirectly in any way, concerted withdrawal of services, slowdown, walkout, work stoppage, sympathy strike, picketing, or other interference with any operation or operations of the Hospital. Should any violation of this Article occur, the ONA agrees to cooperate with the Hospital during any such occurrence, including taking all reasonable actions within its power to prevent or terminate any violation of this Article including, but not limited to, directing employees to return to work and assigned duties.

Section 2.
Any violation of Section 1 of this Article shall be cause for discipline up to and including discharge. Such disciplinary action shall not be subject to review upon any ground other than whether the employee(s) violated Section 1.

Section 3.
The Employer shall not lock out any or all of the employees in the bargaining unit during the life of this Agreement.

ARTICLE 6—EMPLOYMENT CONDITIONS

Section 1. Discrimination. There shall be no unlawful discrimination either by Hospital or ONA against any nurse or applicant for employment in any manner relating to employment because of race, religion, color, creed, national origin, sex, sexual orientation, ancestry, military status, genetic information, age, marital status, disability or on account of ONA membership or nonmembership in, or activity on behalf of, ONA, except as limited by Article 2, Section 1.

Americans with Disabilities Act. The Employer agrees to comply with the ADA to the extent required by law.

Section 2. Pre-Employment Screening. Hospital shall provide a pre-employment screening at

no cost to the registered nurse.

Section 3. Hiring Practices. In seeking new or additional nurses, Hospital shall first offer employment to those of its nurses who may then be on layoff status in accordance with the provisions of this Agreement.

Section 4. Nursing Displacement. The Hospital will not lay off or displace bargaining unit nurses because of performances of professional nursing duties by non-bargaining unit LPNs, and other non-nursing personnel.

Section 5. Non-bargaining Unit Personnel.

Agency nurses shall be used as a supplement to, and not to replace, nurses employed by the Hospital. No agency nurse will be scheduled hours that have not first been offered to bargaining unit employees through the process outlined in Article 10, Section 2.

In addition, the Hospital shall not have supervisory nurses or non-bargaining unit ELCH nurses perform professional nursing duties normally performed by nurses in the bargaining unit except on a short term basis. If attempts by the Hospital to obtain bargaining unit staff to cover the hours of work are unsuccessful, a non-bargaining unit ELCH registered nurse may work up to twelve (12) hours of work under situations such as:

1. Emergencies;
2. Instruction;
3. Provide assistance in times of high volume periods;
4. Provide relief for lunches, breaks, education programs;
5. Maintain the supervisor's competencies. All nursing directors and supervisors will remain competent in the areas they direct.

Supervisory registered nurses, non-bargaining unit nurses and Agency nurses shall not displace bargaining unit nurses in the event of a layoff/down-staffing within the bargaining unit,

Section 6. Nursing Implementation and Delegation. Only a registered nurse will assess, plan and evaluate a patient's nursing care needs. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Ohio Nurse Practice Act.

Section 7. BLS Certification. The Hospital will provide each nurse with basic BLS Training. The newly-employed nurse shall provide proof of BLS certification at time of hire. It is the nurse's responsibility to maintain BLS competency by attending training through the hospital.

Section 8. ACLS and PALS. Nurses who are required by Hospital to meet skill requirements of ACLS/Telemetry monitoring in their areas of employment shall have the training provided by Hospital. Should a skill requirement of PALS be required by Hospital, Hospital will provide PALS certification training twice per year. Required classes will be scheduled by Hospital so as to accommodate nurses on all shifts. Required course text materials purchased by the nurse will be reimbursed by Hospital. Nurses shall have thirty (30) days to have the certification required from date of hire. If the certification of new hires is required by the Hospital, the Hospital will offer ACLS and PALS certification within 30 days of hire.

Area of Employment	Certification Required
Inpatient Services	ACLS & Telemetry Monitoring
ICU	ACLS & Telemetry Monitoring
Surgery	ACLS & PALS

Emergency Department	**ACLS & PALS**
Cardiac Rehabilitation	**ACLS**
Behavioral Health	**BLS**

Section 9. Nursing Evaluations. Each nurse shall be evaluated annually up to sixty (60) calendar dates prior to the anniversary date. Each evaluation shall be done only by a nurse manager having direct knowledge of the nurse's performance. The evaluation shall be written and a copy thereof shall be given to the nurse or, in the alternative, communicated electronically. If electronically, the evaluation shall be communicated at least seven (7) calendar days prior to an in-person meeting. The nurse shall sign the evaluation solely to evidence receipt thereof and with the understanding that her signature does not necessarily indicate concurrence with the contents thereof. The nurse shall have the right to submit a written answer to any areas with which she is in disagreement within five (5) days of the evaluation and the evaluator will indicate receipt of this answer with her signature.

Section 10. Review of Personnel File. Each nurse shall have the right to review the contents of her personnel file by establishing an appointment with a human resources representative who must be present with the nurse. References provided by individuals at the time of hire will be excluded from review by the nurse. Hospital shall provide a copy of any document except the references provided at the time of hire contained within the personnel file including timesheets to calculate seniority in January and July at the nurse's request. A fair copying fee may be charged if copies are requested by a nurse more than twice a calendar year.

Section 11. ANA Code. Hospital recognizes the right of a nurse to adhere to the Code for Nurses adopted by the ANA in 1950, as amended.

ARTICLE 7— INTRODUCTORY PERIOD

Section 1.

All newly employed nurses, or nurses reemployed after an absence of more than one (1) calendar year from the Hospital, shall be placed in an introductory period of 120 calendar days. The Hospital shall have the right to extend the introductory period of any nurse for an additional 30 calendar days if it questions his/her ability to qualify as a nurse and has notified the local ONA President or designee of the extension. During or at the end of the introductory period or any extension thereof, the Hospital may terminate such nurse at will, and such termination shall not be subject to the Grievance Procedure contained in this Agreement.

Section 2.

During the introductory period, a nurse shall have no seniority rights under this Agreement, but, if at the end of the period, the Hospital's employ, the nurse's seniority will established on his/her last date of hire or rehire, whichever is applicable.

ARTICLE 8—ORIENTATION AND EDUCATION

ONA and Hospital recognize that deviations from the orientation program may occur due to each units specific needs and contingent upon the nurses previous work experience.

Section 1. Hospital Orientation. All newly employed nurses covered by this Agreement shall participate in a Hospital-wide Hospital orientation program and a nursing orientation program.

Section 2. Orientation Philosophy. The best orientation program for a newly-employed nurse

is one which is individually designed and modified, as necessary, to meet the nurse's needs, both general and unit-specific. The orientation of each nurse should be an on-going flexible, progressive process which will, upon completion, produce a nurse fully capable of performing any function required of her.

Nurse orientation is the joint responsibility of the Clinical Director/Manager and the preceptor nurse, with necessary assistance to be provided by all members of the Nursing Department. The Education Department will be a resource during the orientation but will have no decisional power. The nurse-in-orientation functions on a limited basis with a nurse experienced on the unit.

Nurses in orientation are being paid to learn, are not considered a part of the unit staffing pattern and are not to be floated or pulled to another unit during their orientation. During an emergency situation that would otherwise result in mandatory overtime, the Hospital may pull an orientee to areas in which they have clinical competency to work.

Section 3. Orientation Period. The table below identifies orientation hours available to a newly hired nurse. Orientation times may be adjusted based upon a nurse's education and experience with the mutual agreement between the newly hired nurse, preceptor and clinical director/manager. A performance improvement plan must accompany any orientation extension. For Emergency Room nurses only, the department schedule may need to be adjusted for the first schedule following the nurse's completion of orientation in order to meet the education needs of the new nurse.

	Phase I (Education/IT)	Phase II	Additional Orientation Med/Surg/Telemetry	Outpatient (Holding)	Pre-Admission (Pt)	PACU	Treatment	Procedures Room
Inpatient	4-6 days	240 hours						
ICU	4-6 days	288 hours	48 hours					
OR	4-6 days	160 hours Circulating; 240 hours scrubbing		80 hours	40 hours	160 hours	40 hours	120 hours
ED	**4-6 days**	288 hours						
BHU	**4-6 days**	240 hours						

Section 4. Phase 1 Orientation. Phase One of RN Orientation for experienced and inexperienced nurses: - four (4) to six (6) days with Education Department and IT. During this phase, the Education Department/IT Department will provide learning opportunities in the classroom, including, but not limited to, the following topics: basic nursing procedure and standard operating practice of the Department of Nursing, basic life support, overview of policies and procedures, safety procedures and policies, medication, IV therapy administration, and basic computer training.

Section 5. Phase 2 Orientation. Phase Two of RN Orientation for experienced and inexperienced nurses: During this phase, the inexperienced registered nurse may have additional classroom instruction as mutually agreed upon by the clinical director, preceptor and the orientee.

Clinical assignment for experienced and inexperienced orientation nurses during this phase will normally be according to the orientation nurse's permanently assigned unit.

Section 6. Phase 3 Completion of Orientation. The preceptor, orientee, and Clinical Director will collectively and collaboratively discuss the orientee's progress. They will determine when the orientee is capable of assuming full unit activities and being placed on the regular schedule for the unit or whether the orientation should be terminated. It is at this point that the orientation status is completed.

Section 7. Orientation Conferences. During the entire orientation period, the experienced and inexperienced orientation nurse shall have conferences, not less than bi-weekly, regarding her progress with the Clinical Director and her preceptor.

Section 8. Preceptor Differential. A preceptor course will be offered on a semi-annual basis to any nurse interested in becoming a preceptor and who has not previously taken the preceptor course. Nurses currently acting as preceptors who have not yet taken the preceptor course will have twelve (12) months to complete said course.

Section 9. Preceptor Assignment. Preceptors will be assigned on a voluntary basis and continue with the orientee through the entire orientation for the preceptor's regularly scheduled shift. A different preceptor may be assigned on a voluntary basis as required by unexpected scheduling difficulties by orientee and preceptor. Hospital shall provide a preceptor class to all preceptors. If there are no volunteers to precept a new nurse on any particular shift, the most senior nurse will be assigned as the preceptor.

Participation in this class is a requirement to volunteer to be a nurse preceptor.

Preceptors shall be selected from the preceptor sign-up sheet in a rotating basis based on occupational classification seniority.

Section 10. Preceptor Workload. It is acknowledged that serving as a preceptor adds to the workload and responsibilities of the preceptor. As such, her assignment will be adjusted to compensate for this addition. The preceptor's patient assignment will be gradually increased so the orientation nurse will experience a full patient load. In no event will a nurse preceptor have her number of assigned patients increased because of working with an orientation nurse. The orientation nurse will be assigned only those patients assigned to her preceptor.

ARTICLE 9—SENIORITY

Section 1. Seniority Rights. Seniority is the right of a nurse to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement.

Section 2. Hospital Seniority. Hospital seniority is defined as the length of time a nurse has been continuously employed by the Hospital from the last date of employment provided that the nurse has successfully completed the probationary period. Hospital seniority shall apply with respect to lateral transfer as provided for in this Article, for vacation preferences within the nursing units as provided for in Article 20, Section 4, and for holiday preferences as provided by Article 20, Section 2 of this Agreement.

Section 3. Departmental Seniority. Departmental classification seniority is defined as the length of time the nurse has been employed by the Hospital in a particular department. Departmental seniority shall apply with respect to layoffs and recalls under Section 9 and Section 10. A nurse's seniority hours will accrue only to the home department to which she is assigned based upon her assignment at the time of hire or the most recent award of bid, if applicable. The nurse may direct in writing which department is to be credited (home base or scheduled unit).

Section 4. Departmental Classifications. The Departmental classifications to which this Article are applicable are as follows: (1) Operating Room; (2) In-patient Care Unit; (3) Emergency Room; (4) Cardiac Rehabilitation (5) Intensive/Coronary Care Unit. **(**6) Behavioral Health Unit

Section 5. Departmental Seniority Accumulation. If a nurse is transferred from one Departmental classification to another, she shall retain accumulated Departmental classification

seniority in the Departmental classification from which she is transferred, but shall accumulate no further seniority in the Departmental classification from which she is transferred while serving in another Departmental classification except as provided for in Section 3 of this Article. In cases of a permanent merger of Departmental classifications (for example, 4th and 5th floor), the nurses shall retain accumulated Departmental classification seniority in the Departmental classification from which she was based and it shall be credited as seniority hours for the new Departmental classification. In the cases of permanent separation of Departmental classifications (For example, ICU/CCU and Inpatient), the nurses shall retain accumulated Departmental seniority in both Departmental classifications, but will only accumulate new seniority in the Departmental classification where she is now based. The nurse's seniority hours in the new Department will accrue and accumulate on the credited Departmental classification seniority hours.

In the event of a merger/separation of Departmental classifications, the above criteria will be used for staffing purposes.

Section 6. Disruption of Seniority. Hospital and Departmental classification seniority shall be broken when a nurse: (a) resigns or retires; (b) is terminated for cause; (c) exceeds an approved leave of absence; (d) fails to report for work within five (5) working days after written notice recalling her from layoff is sent by mail to her last address on record with the Hospital, unless proper excuse is shown; (e) is laid off for twelve (12) consecutive months. Seniority will be bridged should a nurse be re-employed within eighteen (18) months after loss of seniority for exceeding an approved leave of absence of one (1) year pursuant to sub-part (c) of this section if the loss of seniority was caused by the nurse's medical condition.

Section 7. Bi-Annual Seniority Postings. A seniority list showing both Hospital and Departmental classification seniority as of the effective date of this Agreement will be prepared by the Hospital and sent to designated ONA representative, as well as posted for all bargaining unit employees on MARCH 1 and SEPTEMBER 1 Nurses shall be bound by the information on the list and shall not thereafter be permitted to challenge her seniority as shown thereon. Hospital and Departmental classification seniority shall be measured in terms of paid hours.

Where there are two (2) or more nurses with equal seniority, the tie shall be broken by the last four (4) digits of their social security number, the higher the number the more senior.

Section 8. Downstaffing. Downstaffing shall be defined as a temporary reduction in staff in any Departmental classification due to census decreases. Downstaffing will be administered as follows:

1. Agency or Transitional Nurses
2. RNs receiving overtime on her scheduled overtime day
3. Volunteers, by seniority
4. Per Diem RNs
5. Part-time RNs working above their FTE
6. Regularly staffed RNs, by inverse seniority

Such least senior nurse will be notified at least one and one-half (1½) hours prior to the change of shift. Float Nurses have no home unit and are expected to float from unit to unit in which they are trained and competent.

A downstaffed nurse may bump a nurse with less Departmental classification seniority in another Departmental classification if she has the present skill and ability to perform the duties of the Departmental classification.

In consideration of the less senior nurses who are called not to come "NTC" from shift to shift due

to fluctuations in census and Hospital need, any nurse may sign the "ONA Request Book" provided in the nursing office. Voluntary “NTC” time is granted on a first-come, first-serve basis based upon Hospital operational needs. Both voluntary and forced NTC shall count as a day worked for purposes of seniority and benefits consistent with the provisions of this Agreement. A full time nurse shall be limited to 300 hours’ voluntary not to come (VNTC) per year. A part time nurse shall be limited 150 hours’ voluntary not to come (VNTC) per year.

Should the need arise to have additional staff present on a unit and there are downstaffed nurses from multiple units, then Hospital seniority will be used to decide which nurse is utilized.

Section 9. Layoff. If a reduction of the nursing staff is required, the Hospital will notify the ONA officers of an impending layoff no less than two (2) weeks in advance of the layoff. At the same time that notice is given, the Hospital will post a notice requesting a reduction of the workforce through voluntary time off. If a nurse is displaced due to a permanent closing of her unit, she may elect to take layoff or may elect to displace the least senior nurse in any unit provided she can perform the job in question after orientation as described in Article 8; performing the work with a full patient load and meeting RN assignments with no more supervision than required of other employees.

The Hospital shall advise the nurses who may be affected in the units selected for the reduction that they are to be reduced out of their unit. Within forty-eight (48) hours, each nurse notified shall respond in writing to the CNO as to the election of taking layoff or exercising their Hospital seniority. Within three (3) days of receiving the nurse’s request, the CNO shall notify the nurse of her new position or layoff status.

Nurses who elect the layoff status will remain in that status until positions are recalled. Positions will then be recalled consistent with Article 9, Section 10 of this Agreement.

If a layoff is made, all probationary nurses will be laid off or terminated. If a further reduction is required, layoffs within the affected Departmental classification or classifications shall be made in the inverse order of Departmental classification seniority. A nurse who is reduced from her Departmental classification may use her bargaining unit seniority to displace the least senior nurse in the bargaining unit or any less senior nurse in any Departmental classification, provided the nurse has the ability to be oriented in the new Departmental classification with fifteen (15) working days; or may choose layoff. The least senior nurse who is displaced shall be laid off.

Part-time nurses will not be allowed to change their status during the layoff process. When a part-time nurse displaces a full-time nurse, the part-time nurse shall retain part-time status and the full-time nurse shall be reduced to the remaining hours.

Section 10. Recall From Layoff. Recall from layoffs effected under this Article shall be in inverse order of layoff, that is, the last nurse laid off shall be the first nurse recalled, subject in all cases to the standards and procedures set forth above. A nurse in house but displaced due to layoff has the first option to return to her former position. A laid off nurse also has the right to bid on any posted position.

Section 11. Recall Notification. Nurses being recalled to work after layoff shall be notified by the Hospital by telephone and email sent to each nurse's last address on record in the Hospital's Human Resource Department and shall have five (5) days, exclusive of Saturdays, Sundays, and holidays, from the date of notification within which to report to work. It shall be the responsibility of each employee to furnish in writing to the Human Resources Department of the Hospital and to the chairperson of the local unit of the ONA, her email address and a telephone number at which she can be reached and shall likewise furnish in writing changes in her address and

telephone number. Such address or telephone number may be used by the Hospital in giving any notice to the employee who may be required under any articles of this contract.

Section 12. Posting of Vacancies. Position openings in the staff nurse classifications covered by this Agreement, including Per Diem positions, shall be posted electronically for not less than five (5) calendar days before being permanently filled. Such openings shall be filled on the basis of Hospital seniority as shown on the list among qualified applicants. Positions to be permanently filled in accordance with the provisions of this Section will be posted electronically for bid concurrent with any temporary filling of the opening, the Hospital having the right to fill on a temporary basis pending the selection of a nurse for the position under these provisions. The Hospital shall electronically post a notice of the vacancy which shall state the unit, shift or combination of shifts on which the vacancy exists, qualifications required, time the bidding will close, and whether it is a full-time position or part-time position. The assigned FTE will be notified of the number of hours scheduled for the part-time nurse each week as well as serve as a basis for prorated benefits pursuant to Article 20 of this Agreement. A part-time nurse will not be scheduled above her FTE without her consent. Within five (5) working days after the posting period has closed, the position shall be awarded to the most senior applicant who possesses the skill, ability, and experience to perform the duties of the position. A nurse awarded a position pursuant to the provision of this Section shall be given a period of thirty (30) calendar days within which to demonstrate that she has the qualifications needed for her new position. In the event she does not do so, the nurse shall be returned to her position without loss of Hospital seniority. If no nurse who applies for a position has the qualifications for the position, or no nurse applies, the Hospital may hire a new nurse to fill the position. No nurse will be denied the right to make applications for a posted job except (1) nurses who on the day of the posting are probationary nurses; and (2) nurses who on the day of the posting were transferred pursuant to the provisions of this Section within the preceding twelve (12) months, except for Surgery, where it will be the preceding 18 months. This limitation does not apply to nurses bidding on a new FTE level within the same department.

Section 13. Lateral Transfer. Position openings in the staff nurse classifications covered by this Agreement, including float positions, shall be electronically posted for not less than five (5) calendar days before being permanently filled. Such openings shall be filled on the basis of Hospital seniority as shown on the list among qualified applicants. Positions to be permanently filled in accordance with the provisions of this Section will be electronically posted for bid concurrent with any temporary filling of the opening, the Hospital having the right to fill on a temporary basis pending the selection of a nurse for the position under these provisions. A nurse awarded a position pursuant to the provision of this Section shall be given a period of thirty (30) calendar days within which to demonstrate that she has the qualifications needed for her new position. In the event she does not do so, the nurse shall be returned to her position without loss of Hospital seniority. If no nurse who applies for a position has the qualifications for the position, or no nurse applies, the Hospital may hire a new nurse to fill the position. No nurse will be denied the right to make applications for a posted job except (1) nurses who on the day of the posting are probationary nurses, (2) nurses who were hired within the past twelve months, except Surgery, where it will be the preceding eighteen (18) months, and (3) nurses who on the day of the posting were transferred pursuant to the provisions of this Section within the preceding twelve months, except Surgery, where it will be the preceding eighteen (18) months. This limitation does not apply to nurses bidding on a new FTE level within the same department.

Section 14. Floating. Should the need arise to have additional staff present on a unit that would not require the assignment of that nurse to a specific patient load, the assignment will be given pursuant to Article 14, Section 2. The interpretation of this provision shall not be contrary to the provisions of Article 8.

Section 15. Unit Postings. Copies of all unit postings and notice of awarded positions shall be electronically sent to the Chair of the ELNA within five (5) days after such postings and awards.

ARTICLE 10—SCHEDULING

Section 1. Normal Work Schedule. The normal work schedule shall consist of forty (40) hours of work performed in five (5) eight (8) hour shifts during each work week or thirty-six (36) hours of work performed in three (3) twelve (12) hour shifts each work week, or a combination of four (4), eight (8) or twelve (12) hour shifts, not to exceed forty (40) hours. For 24/7 hour units, nurses will be scheduled 12 hour shifts. Upon agreement of the affected nurse, a nurse may have a work schedule consisting of shifts not listed above. A work week starts at 12:00 a.m. Sunday and is continuous until the following Saturday at 12:00 midnight.

Section 2. Work Schedules. Work schedules for a four (4) week period for full-time nurses and for part-time nurses will be posted at least two (2) weeks in advance. Deviations from the posted schedule may be made by Hospital in order to meet its operational needs or changes. Hospital will not change full-time or part-time schedules to accommodate Per Diems or casuals for reasons other than to avoid overtime. Hospital shall give no less than forty-eight (48) hours notice of any such changes to nurses affected by emailing and calling the affected nurse. If Hospital fails to notify a nurse of a schedule change and the nurse loses time from work, the nurse shall be guaranteed up to eight (8) hours of pay. Alternative methods of scheduling may be implemented, all or in part, on specified patient units whenever mutually agreed upon by Hospital and ONA.

Any nurse shall be eligible to bid on vacant shifts. Vacant shifts shall be posted or in the alternative, communicated electronically for seven (7) calendar days following the release of the initial schedule and posted throughout the scheduling period.

Once nurses have signed up, the shifts of work shall be awarded in the following order.

a. Full time/part time registered nurses on non-overtime
b. Per Diem registered nurses
c. Full time/part time registered nurses on overtime

Should there be more than one home-based registered nurse who signs up for the same shift of work, awarding of the shift shall be based on departmental unit seniority, with the most senior registered nurse awarded the shift.

After the expiration of this initial seven (7) calendar days, the remaining vacancies not filled shall be awarded to qualified (home based or cross trained) registered nurses, who have signed up, on a first come first serve basis.

Section 3. Trading Scheduled Days. Nurses shall be permitted to exchange days off, and weekend duty, only when the trade is made between two (2) equally qualified, oriented, cross-trained nurses.

Section 4. Shift Call-Offs. Nurses shall be required to call-off for a shift at least two (2) hours prior to a scheduled shift.

Section 5. Weekend Definition. The term “weekend” as used in this Agreement shall mean those shifts normally commencing at 7:00 p.m. each Friday for twelve (12) hours shifts scheduled and ending at 7:00 a.m. on Monday. Further, full time nurses are required to work four (4) weekend shifts in every four (4) week schedule and part-time nurses are required to work two (2) weekend shifts in every four (4) week schedule.

Each nursing unit must have a balanced number of staff on Friday, Saturday and Sunday.

Section 6. Additional Weekends. The Hospital shall not schedule any full-time nurse to work more than four (4) weekends shifts in a four (4) week schedule except where the nurse agrees to work more weekend shifts. The Hospital shall not schedule any part-time nurse to work more than two (2) weekends shifts in any four (4) week schedule except where the nurse agrees to work more weekend shifts. Any nurse scheduled to work more than his/her required number of weekends shifts without her prior approval shall be paid at a rate of four dollars ($4.00) per hour above her base wage for each additional weekend shift worked.

Section 7. Weekly Shift Assignments. A nurse in the ER will not be required to work more than two (2) different shifts (i.e., days, evenings, or nights) in a seven (7) consecutive day period unless waived by mutual consent of the nurse and Hospital. All starting times between 11:00 a.m. and 7:30 p.m. shall be considered an evening shift for the purpose of this provision only.

Section 8. Shift Preferences. Nurses who have the most departmental seniority shall have the right to be scheduled a shift of preference as long as Hospital's operational needs are met.

Section 9. Lunches and Breaks. All nurses shall be allowed thirty (30) minutes for a scheduled lunch period for each shift worked. Lunch hours are to conform to the regular Hospital meal hours. In the event that work loads do not permit the nurse to take time off during this period, the nurse will be compensated for the time worked. Nurses shall not be required to work through either of their breaks. Nurses who work sixteen (16) continuous hours will be entitled to a paid lunch period during the second eight (8) hours. Nurses shall receive one (1) fifteen (15) minute rest period for each eight (8) hour shift worked and two (2) fifteen (15) minute rest periods for each twelve (12) hour shift worked.

Section 10. Mandatory Meetings. Time spent by a nurse in attendance at any meeting which is required by Hospital as a condition of employment shall be counted as hours paid for all purposes under this Agreement, including overtime compensation.

Section 11. Called Out-Not On Call. A nurse scheduled or called out to work shall be guaranteed pay for two (2) hours.

Section 12. Flexible Shifts.

(1) This article shall be applicable to all units, where a suitable staffing mix can be achieved.

(2) Nurses cannot use a trade to create any overtime either by the day or the week.

(3) There will be no mid shift exercise of transfer rights (bumping).

(4) Three twelve (12) hour shifts worked in a work week as defined by this agreement shall be considered full-time for purposes of benefits and seniority.

(5) The "designated" charge nurse will always be in charge and stay in charge for the duration of the entire shift. No matter what circumstances prevail, the Hospital will only be liable to pay one (1) charge nurse on any given shift or any overlapping shift for a unit.

Section 13 Self Scheduling: On each unit, nurses will be tasked for scheduling their FTE status on the unit. Full time nurses shall be permitted to request 4 specific days off per 4-week schedule.

and part time Nurses shall be permitted to request 2 specific days off per 4-week schedule and any conflicts in requested days shall be resolved by seniority.The Employer reserves the right to assign and schedule and accordingly, is responsible for final approval of the schedule. Any changes to the self-scheduling must take seniority into account.

Section 14 Crisis Pay. Full-time and Part-time nurses are eligible for Crisis Pay of ($9.00/hour) when there is a dire need due to unforeseen events as determined by the Hospital Full-time and Part-time nurses must work over their FTE in order to be eligible. PTO, stand-by (on-call), bereavement, jury duty, and education hours are incluced as time worked in a pay-period. Any call-off within a pay period will negate the crisis-pay. There will be no stacking of Crisis Pay and call-back pay.

ARTICLE 11—OVERTIME

Section 1. Premium Pay Provisions. Nurses shall be paid one and one-half (1½) times their regular straight-time rate of pay for all hours authorized by Hospital which are worked in excess of forty (40) hours in a workweek. Overtime or premium rates shall not be duplicated for the same hours worked. The Hospital's workweek starts at 12:00 a.m. Sunday and is continuous until the following Saturday at 12:00 midnight. Employees will not be scheduled off for the sole purpose of avoiding the payment of premium time.

Section 2. Overtime Approval. Overtime pay will be approved when a nurse works overtime at the direction of a supervisor. If a supervisor is not immediately available, a nurse may work overtime of up to fifteen (15) minutes where overtime is required by immediate, unavoidable patient care needs. An explanation for the overtime must be provided to the Nurse Manager. Overtime beyond the initial fifteen (15) minutes will require the approval of the nurse manager.

Section 3. Voluntary. An RN who voluntarily works needed overtime will be placed at the end of the list for mandatory overtime regardless of seniority. Should an RN voluntarily work an extra shift and make such arrangements with the RN supervisor to work the shift, the RN shall be exempt from mandatory overtime regardless of seniority for that shift.

Voluntary overtime will be offered to nurses in the following fashion. Overtime will be offered to those who sign up first to home-based nurses based on occupational seniority. The overtime shall be offered on a rotating basis based on this Article. The overtime list shall be posted in the nursing office for nurses to review their seniority on the list. If home-based nurses are not available, those nurses who are both cross-oriented and on the sign-up list shall then be offered the overtime on a rotating basis. Float position nurses will be offered voluntary overtime based upon their home based unit.

Section 4. Mandatory Overtime. Mandatory overtime will be used when all other available resources have been exhausted for coverage of unknown vacancies (call-offs, Intermittent FMLA Days and suspensions) if the vacancy is known less than forty-eight (48) hours in advance. If the vacancy is known for more than 48 hours in advance, a Nurse mandated over her regularly scheduled shift shall be paid at two (2) times her base wage for all hours of mandated time.-

Mandatory overtime shall not be routinely used to meet core scheduled staffing. An RN will have two (2) hours' notice of mandatory overtime prior to the end of her scheduled shift, if the vacancy is known in advance, and excluding sudden patient care emergencies.

For clarification, mandatory overtime shall occur based upon the above referenced "vacancies" and there shall be a direct correlation. For example, if there are three (3) call-offs, the Employer may mandate three (3) RNs if necessary. In the event the employer violates this provision, for example, when there are three (3) call-offs and the Employer mandates four (4) RNs, the most senior mandated RN shall receive double time for the mandated hours.

No RN may be mandated to work more than twice in any four (4) week schedule. An RN shall not work more than a maximum of sixteen (16) hours straight. If an RN has been mandated to work a minimum of four (4) hours of mandated time, the RN shall have the option to:

1. take twelve (12) hours off between the end of her mandatory overtime and work the remainder of her next scheduled shift.

No nurse shall be mandated to work overtime except for the duration of an emergency situation. The Unit Director or Shift Director shall be responsible for determining the extent of the emergency situation and for releasing the mandated nurse or nurses.

The mandatory overtime rotation shall be continuous. Starting with the first day of the first schedule following the effective date of this Agreement, the rotation list will be in order of departmental seniority, in inverse seniority order.

If a nurse has already voluntarily worked at least four (4) hours of consecutive overtime, he/she will go to the bottom of the mandatory overtime rotation.

Any amount of mandatory overtime moves the nurse to the bottom of the mandatory overtime rotation.

If there is a need to mandate a nurse to work overtime, the Hospital shall do the following in this order:

1. Run a call list of nurses home based, crossed trained, or floated to the unit of need who are not currently on site working;

2. Seek volunteers of staff registered nurses currently working;

3. The nurse at the top of the rotation list.

Mandation shall be for the unit the RN is working on.

If a nurse works an additional shift on another unit for which she is cross-trained, she will be exempt from forced overtime on the cross-trained unit.

In recovery, or the procedure room, if a case has been started that is determined to probably run past scheduled quitting time, the nurses involved in the case will be offered the opportunity to complete the case through the transfer out of the area. If they do not volunteer to remain, the on-call nurse(s) will be utilized to complete the case.

Section 5. Ambulance Run Pay. A nurse on duty who goes on an ambulance run on which Hospital requires the nurse, shall be paid her regular hourly rate until the end of her shift. All additional time spent on the ambulance run will be paid at one and one-half (1-1/2) her regular straight time hourly rate. A nurse who makes an ambulance run will be required to record on a time card all time spent on the run.

ARTICLE 12—ON CALL

Section 1. Call Pay. Payment of five dollars ($5.00) per hour for all nurses who agree to be on call shall be made. In addition, payment of time and one-half (l-1/2) for hours actually worked when called out shall be made.

A nurse who is flexed down on a scheduled workday may be placed on-call for their scheduled shift and shall be paid five dollars ($5.00)/hour.

A nurse who is called into work shall be guaranteed a minimum of two (2) hours at the nurses appropriate rate of pay.

Section 2. Surgery Call. A surgery nurse who is on-call and called in to work, or who volunteers to come into work or whose work hours extend to hours between 11:00 p.m. and 5:00 a.m. preceding a scheduled shift of work will not be required to work another shift without 12 hours off.

ARTICLE 13—CROSS TRAINING

Section 1. Voluntary Cross-Training. When management identifies the need to cross-train nurses to other nursing units outside the home based unit, opportunities for cross-training will be electronically posted for a period of seven (7) calendar days. Nurses who wish to be considered for the opportunity to cross orient shall submit their desire in writing to the clinical director and Hospital's Human Resource Department. The most senior eligible nurse who has the fewest number of designated cross training areas shall be cross-trained.

In awarding cross training opportunities to specialty units, preference shall be given to nurses who already have training in that specialty area, based on management's discretion, which will not be used in an arbitrary or capricious manner.

In order to be considered for cross-training, a nurse must have completed her probationary period and original orientation period and must have a minimum total of three (3) months of employment as a nurse for Hospital. A nurse may be cross-trained to a maximum of two (2) units other than her home unit.

A designated charge nurse shall be pulled last when the charge nurse is cross trained as long as the nurse being pulled is qualified to perform the work.

A home based unit nurse cannot be displaced by a cross train nurse to accommodate staffing.

Section 2. Cross-Training Provisions. Apart from the posting and bidding process, a nurse may also attain cross-training status by maintaining skills in accordance with this Section, in a unit where she:

1. By volunteering to remain cross orientated in a ~~has~~ previously held ~~a~~ position and completed unit orientation or,
2. has been oriented as part of her current position.

The cross-training program for a unit shall be developed in accordance with the unit preceptor/training process as outlined in Article 8-. The cross-training will be scheduled to reflect the level of FTE in which the nurse was hired, and will occur consistent with that FTE level to the extent feasible.

Section 3. Awarding Cross-Training Positions. Every effort will be made to cover the home unit of the cross-orientee while she is in cross-training. If the needs of the nurse's home unit cannot be met due to cross-training, then the most senior nurse from that unit who has been awarded a cross-training opportunity shall be cross-oriented first, then the other nurses in the order of seniority. Cross-training for the most senior nurse will begin no later than six months that follows the award of the cross-training position, and then proceed on every consecutive schedule thereafter until all nurses are cross-oriented.

Section 4. A nurse shall be floated into the cross-trained unit in order to maintain her competency. That competency shall be maintained for a period of not less than three (3) months following the completion of her training. As necessary to maintain the nurse'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.

Section 5.Maintenance of Cross-Training Status. Cross- training nurses who have chosen to cross orient by signing up for cross- training must work in the cross- training area a minimum of sixteen (16) hours per six (6) months unless ONA/ELNA and Hospital agree otherwise. In order to assist cross oriented nurses in meeting the hours requirement for maintaining skills, the nurse may be scheduled in an area to which she is cross-oriented up to her bid FTE so long as it does not bump a home based nurse. Any work hours in the cross-oriented unit shall count toward the required sixteen (16) hours per six (6) months to maintain cross-oriented status. A nurse who is pulled to an area designated as a cross- training area shall not be considered to have been pulled for purposes of the pulling rotation on her home unit.

Effective November 1, 2021 and thereafter, ICU nurses and the Inpatietn nurses shall be given the option of the opting out of being cross trained to in-patient services, and vice versa, under the same terms and conditions as all other members of the bargaining unit.

Section 6. Cross-Training Opt-Out. A cross-oriented nurse may opt out of her cross-oriented unit following twelve (12) months of service as a cross-oriented nurse by notifying the Clinical Director of her cross-oriented unit that she is opting-out of her cross-oriented unit, effective after two posted schedules. after two (2) posted schedules. Nurses who opt out of their cross-training positions will only be utilized as a float.

Section 7. Cross-Training Certifications. Hospital shall provided required certifications or competencies per the job description for units where a nurse is cross- trained.

Section 8. Cross-Training Pay. Nurses who cross-train to another unit(s) and maintain their cross-training status and skill level and/or who are recognized as having the skill and experience necessary to assume a patient care assignment on a unit other than their home unit will receive a differential of two dollars and fifty cents ($2.50) per hour for all hours worked on the assigned unit.

Section 9. A nurse who is cross-trained to another unit will receive an orientation period with a preceptor.

ARTICLE 14—FLOATING

Section 1 Floating Considerations

a. This Article applies to RNs who provide direct patient care for a designated shift.
b. Floating of RNs shall be subject to patient care considerations and staffing needs.

c. For the purposes of this Article, "floating" means working the whole or part of a shift on a unit other than the RN's home unit and does not include reassignments for educational or training purposes or reassignments within a unit.
d. RNs in ready-for-service departments that have an uncontrolled/unpredictable influx of patients (Emergency Department and Surgery) will only be assigned to other units to assist with tasks on a limited basis and will not take a patient care assignment. The understanding is that these RNs would return to their home unit immediately, if needed.

Section 2. Floating Within the Facility

a. A RN who is floated shall not be expected to assume a patient assignment. In this situation, the nurse will be assigned limited duties consistent with her/his level of competencies.
b. Nurses shall float in the following order:
    1. Volunteers
    2. PRN employees
    3. The nurse with the lowest departmental seniority, provided she/he has completed three months beyond his/her orientation.

c. Nurses will not be required to float as the primary means of providing adequate staffing but may be so required when there is an unexpected rise in census or acuity

d. No nurse will be floated out of their home unit to be replaced by a nurse from another unit unless the RN volunteers to do so.

ARTICLE 15—CHARGE NURSE

Section 1. Responsibilities.

1. Develop a control of his/her work area and in the absence of the Unit Director, make operational recommendations and/or decisions relative to the department.

2. Responsible for the management of patient care activities for his/her shift.

    a. Make appropriate patient care assignments.

    b. Assign staff breaks, lunches, inservices and monitor attendance.

3. Conducts patient rounds or receives daily input from the primary nurse on all patients.

4. Serves as a role model for the staff nurse.

5. Responsible to provide feedback related to staff orientations.

6. Provides follow-up with patient, staff, and departmental problems.

7. Provide specific, critical input for staff evaluations.

8. Assure continuity through Charge Nurse to Charge Nurse report.

9. Assists other staff members in patient care responsibilities as time permits.

Section 2. Qualifications.

1. Demonstrates leadership skills.

2. Exhibit an ability to be self-motivated, self-confident and self-directed.

3. The Hospital recognized certification in the specialty area of the Charge Nurse occupational classification or relevant continuing education encouraged**.**

4. Establishes realistic goals, recognizes limitations and sets priorities.

5. Strong communication skills.

6. Exhibits professional and diplomatic behavior at all times.

7. Physically and emotionally capable of performing position responsibility.

8. Excellent attendance record.

9. Cohesive/collaborative relationship between Director and charge nurse.

10. Consistently demonstrates a positive and supportive attitude.

11. Support and promote a quality patient experience indicators such as AIDET, conflict resolution with families and parents, rounding, bedside shift report, etc.

12. Attend 75% of the quarterly charge nurse meetings.

13. Attend annual training.

Section 3. Other.

1. Current Charge Nurses are deemed qualified.

2. In absence of Charge Nurse, the opportunity to substitute will be offered to volunteers in order of seniority, on a shift-to-shift basis among qualified candidates.

3. Charge nurses are not to be considered supervisors by Hospital management and bear no responsibility for establishing policies, procedures and practices of the assigned unit.

4. Designated Charge Nurses are not to be pulled or floated to another unit in accordance with the provisions of Article 9, Section 17, Charge RN Transfer Exemption.

5. If there is no designated Charge Nurses on a shift, the Charge Nurse role will be assigned to the most senior, qualified RN working on that shift.

6. When a Charge Nurse position becomes vacant, it will be posted and filled pursuant to Article 9, Section 12.

ARTICLE 16—PER DIEM POOL

Section 1. Definition and Eligibility. The purpose for a Per Diem pool is to establish a pool of experienced Registered Nurses to be available to compensate for census peaks, vacations, and

absenteeism, or as otherwise needed. As such, a Per Diem Pool will be established and consist of experienced Registered Nurses who may accept day-to-day work opportunities offered by the Hospital. Such "pool" nurses must become a member of ONA in accordance with Article 2 of the current Labor Agreement.

Section 2. Payment. The Nurses assigned to the pool shall be paid for "actual hours worked" plus shift and/or weekend differential, where appropriate, but without benefits. Per Diem Nurses hired after date of ratification will be placed in the wage scale in Appendix A, based on their years of experience, and paid an additional $ 6.00/hour to their base hourly rate. Per Diem Nurses shall be paid at the overtime rate for hours worked more than 40 hours in a workweek.

Section 3. Hours and Scheduling. While there will be no guarantee of days or hours schedule for Per Diem Nurses, they must be available to work and scheduled at least 24 hours per ~~4-~~week schedule, but will only be scheduled after the full-time and part-time nurses have been scheduled "straight time" hours. Hours may be scheduled in four, eight or 12-hour increments. Per Diem Nurses will be required to work at least one (1) weekend shift, per schedule. Additional available hours will be offered to regular part-time nurses, first to those regular part-time nurses who are assigned to the unit, by seniority. Per Diem's will not be offered work until after the part-time nurses on the unit have been offered the opportunity to perform the work on a straight-time basis. Per Diem RN work schedules will appear on the unit's posted schedule once it becomes final.

Section 4. No Call and No Mandatory Overtime. Per Diem Nurses will only be scheduled on declared days and will be exempt from any forced overtime.

Section 5. Overtime. Nurses shall be paid one and one-half (1½) times their regular rate of pay for all hours authorized by Hospital which are worked more than forty (40) in any one (1) workweek

Section 6. Holidays. Per Diem Nurses will be required to work at least twenty-five percent (25%) of scheduled holidays. The Per Diem Nurse who works the holiday will be paid time and a half for all actual hours worked.

Section 7. Attendance Policy. With regard to scheduled days, Per Diem Nurses will be subject to the guidelines set forth in the Hospital's Attendance Policy.

Section 8. Orientation and Probationary Period. Hospital agrees to provide Per Diem nurses with up to the same level of orientation as provided in Article 8. Orientation for Per Diem nurses shall be flexible based upon the nurse's skill, experience and the unit requirements and will meet both the needs of the Hospital and the nurse. Orientation schedules will be mutually agreed upon by the Clinical Director and the orientee. A Per Diem Nurse will serve a probationary period of ninety (90) work days. The probationary period does not apply to currently employed nurses who transfer to Per Diem pool and who have completed a Hospital probationary period.

Section 9. Mandatory Inservices, Certifications and Competencies. Per Diem Nurses will be required to attend mandatory Hospital inservices and to maintain certification and/or competency for their job.

Section 10. Seniority. For the purpose of job bidding and salary adjustments, and floating only, a Per Diem Nurse will accrue seniority in accordance with the provisions of Article 9. Per Diem Nurses are encouraged to bid on all posted positions. However, a Per Diem Nurse can utilize their seniority in job bids only after all current FT/PT staffs have been placed in their bidded positions. Therefore, a Per Diem Nurse cannot gain FT or PT requested positions over currently employed FT/PT staff.

Section 11. Accrued Vacation Time. A nurse transferring into the Per Diem pool shall be paid for her vacation time earned or accrued.

Section 12. Floating Per Diem Nurses. A Per Diem nurse shall be subject to the floating guidelines as articulated in this Agreement, to be based upon their departmental seniority. Per Diem nurse's seniority will only apply if there is more than one Per Diem employee on the unit at the time that a float occurs. Otherwise, the per diem nurse must be floated if there are no volunteers.

BENEFITS

ARTICLE 17—RATES OF PAY

Section 1.
Effective upon ratification, newly hired nurses will be placed on the following scale.

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
$28.78	$29.33	$29.87	$30.43	$30.98	$31.53	$32.08	$32.63	$33.19	$33.74	$34.07	$34.41	$34.76	$35.10	$35.46	$35.80

Effective the first full pay period in June 2022, all nurses with 15 years of RN experience or less will be placed on the scale above; if placement on the scale does not equate to an increase of at least 5%, the RN will receive a 5% increase to their base rate. All other nurses with 16 or more years of RN experience will receive a 5% increase to their base rate of pay. Placement on the scale will be based on all RN experience as of the date the scale is implemented. The parties will work collaboratively within the next 60 days to ensure that all nurses employed at the time of ratification are given appropriate credit for their RN experience.

Effective the first full pay period following June 1, 2023, all nurses covered under the bargaining unit agreement will receive a 2% increase to their base rate of pay.

Effective the first full pay period following June 1, 2024, all nurses covered under the bargaining unit agreement will receive a 2% increase to their base rate of pay.

Section 2. Direct Deposit and Paycheck Errors. Salaries are payable every two (2) weeks through direct deposit. Upon initial orientation, a nurse must enroll in direct deposit through the Human Resources Office. The nurse shall have access to her pay stub electronically. Nurses are required to register their hours in accordance with the Hospital's policy. In instances where a nurse is issued a paycheck in the incorrect amount, the Hospital will give another check in the correct amount within five (5) working days unless the error was caused by the nurse's failure to properly record or report her time in which event the error will be corrected in the next regular paycheck.

Section 3. Meeting Pay. There shall be no loss of pay for attendance at authorized meetings, workshops, and seminars. The Hospital will provide the opportunity to obtain all continuing nursing education (C.N.E.) requirements to maintain the Registered Nurse license through Education Department programs at no cost to the nurse. It is each individual nurse's responsibility to assure education compliance for licensure. If the nurse has a desire to attend additional meetings, workshops or seminars at her own expense, she may request those days off by following the standard procedures of requesting that time through the Nursing Director who is in charge of scheduling. Those days requested and granted for the latter purpose will be paid from accrued, available PTO provided she has hours in her bank to cover the time requested.

Section 4. New Hires with Prior Experience. Nurses hired with prior experience at the Hospital

or in some other relevant health care setting (health care setting as used in this section shall be defined as having been actively employed as a registered nurse in a Hospital setting), may be hired at the rate of pay on the above scale, as properly reflects the appropriate credit for her experience, provided that a new hire may not receive a rate of pay that is higher than an existing employee with comparable experience at the hospital or other relevant health care setting. If the parties wish to mutually agree to deviate from the terms of this provision they can do so.

However, nurses who terminate and are re-employed within five (5) years of termination will be placed at a step on the schedule in Section 1 of this Article which is not less than the step held at the time of termination until eligible for the succeeding higher rates.

ARTICLE 18—DIFFERENTIALS

Section 1. BSN and Certification Differentials. Nurses employed by the Hospital on date of ratification on July 1, 2017, who have a BSN Degree and/or Hospital certification* or have attained their BSN or certification following July 1, 2017 shall receive a differential of ($.60) per hour, in addition to their regular hourly rate, the first full pay period after the nurse has furnished proof of such degree or certification. The BSN and certification differentials shall be compounded ~~if a~~ for nurses who were employed by the Hospital on July 1, 2017 and have both a BSN and an Hospital certification up to a maximum of one dollar and twenty cents ($1.20) per hour.

*To be eligible for payment on the basis of certification, a nurse must have attained one of the following ELCH recognized certifications; must renew the certification in accordance with requirements of the certifying organizations; and must regularly work in the occupational classification referred to in Article 9, Section 4 of this contract to which the certification relates: Psychiatric-Mental Health Nursing (RN-BC); ANA Medical/Surgical Nurse (Medical/Surgical); Certified Emergency Nurse (CEN); CNOR (Certified Nurse of Operating Room CCRN – Critical Care Registered Nurse (Intensive Coronary Care Unit); Gastroenterology (Operating Room); CPAN (PACU).

A nurse paid on the basis of certification shall revert to the pay scale which does not include a certification differential in the event that she fails to maintain and renew the necessary certification. If the nurse renews the certification differential shall be reinstated the next pay period following notice to the Hospital.

Nurses hired after July 1, 2017: Each full-time nurse certified in their current field will receive $500 annually for a certification. Each part-time nurse certified in their current field will receive $250 annually. Only one certification bonus shall be payable per year.

Section 2. Charge Differential. A nurse serving as “charge nurse” on a patient floor within the Hospital on the first, second, or third shifts will be paid two dollars and fifty cents ($2.50) per hour, in addition to her hourly rate.

Section 3. Shift Differential. The Hospital will pay a shift differential of one dollar and twenty-five cents ($1.25) per hour for hours worked on the second and third shifts. If a nurse works a split shift that includes hours within the second or third shift, she will be paid the hourly shift differential for hours worked within the second or third shift hours. This shift differential shall also apply to any hours of overtime which overlap the second or third shift.

Section 4. Weekend Differential. ELCH will pay a weekend differential to nurses of one dollar ($1.00) per hour for each hour worked between 7:00 p.m. Friday to 7:00 a.m. Monday.

Section 5. Preceptor Differential. A nurse preceptor shall receive a two dollar ($2.00) per hour differential while assigned to the orienting employee.

ARTICLE 19—INSURANCE AND PENSION BENEFITS

Section 1. Health Insurance.
The Hospital shall make available the Prime Healthcare Medical EPO plan and the Value Plan, including prescription drug coverage, for the duration of this Agreement. The Hospital also agrees to make available the current Plan A option only to nurses employed on the date of ratification of this agreement, except however, Plan A may be eliminated effective January 1, 2023 by the hospital with notification to the covered employees. Nurses hired after date of ratification will only be eligible for the Prime Healthcare Medical EPO plan and the Value Plan.

For the EPO plan, the Hospital will maintain the same or similar benefit plan design throughout the lifetime of this Agreement. The Hospital also agrees that the employee contributions to the EPO plan will remain unchanged through 2022. For 2023, 2024,and 2025 the Hospital agrees that the employee's monthly contribution will not increase more than 5%.

The EPO plan includes two provider networks; the Prime Healthcare Network and the Blue Cross Blue Shield BlueCard Network. The Prime Healthcare Network is made up of Prime facilities and providers who are affiliated with the Hospitals and service the surrounding communities. East Liverpool City Hospital and Coshocton Regional Medical Center will provide available services to plan members. Facility services that are unavailable through the Prime Healthcare network will be referred into the Blue Cross Blue Shield BlueCard Network. When a Tier 1 Prime Healthcare Facility is not available within fifty (50) miles of the hospital, the employee will be referred to a Tier 2 Network Provider by the Prime Utilization Management (UM) Department. With Prime UM authorization, employees may utilize the Tier 2 Provider Network with the applicable copay, coinsurance, or deductible as if receiving services within the tier 1 Prime Provider Network.

The Hospital will also offer a voluntary vision plan and a dental plan for the duration of the Agreement. The Hospital agrees that the employee contributions to the vision and dental plans will remain unchanged through 2022. For 2023 2024, and 2025, the Hospital agrees that the employee's monthly contribution will not increase more than 5%.

Section 2. Life Insurance. For the life of this Agreement, the Hospital shall maintain a Hospital provided life insurance and accidental death & dismemberment insurance in the amount of one times the full-time nurse's straight time wages by multiplying a nurse's hourly rate by 2080 and part-time nurse's hourly rate by 1040. This benefit is 100% Hospital paid. Additionally, for the life of this Agreement, the Hospital shall maintain ~~a~~ voluntary life insurance plan, that is 100% nurse paid.

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Section 3. Health Insurance Opt-Out. Full-time and part-time nurses who wish to voluntarily waive medical coverage through Prime Healthcare and provide proof of active enrollment with an outside health plan, which meets the minimum essential criteria (MEC) per the Affordable Care Act and who provides annual proof annual proof of coverage, shall be eligible for fifty dollars ($50.00) per pay period in lieu of coverage. Annual verification of the alternate health plan during the Open Enrollment period, or at the time of a qualifying event is required. If the verification is not provided, the employee will not be eligible to receive the waiver credit of fifty ($50) dollars**.** A nurse may re-enroll in the health insurance plan and receipt of cash payment will cease upon enrollment coverage during the Open enrollment period, or during the open enrollment period. The election as to cash payment or coverage can only be made annually during the open enrollment period or within thirty (30) days of any qualifying event.

Section 4. 401(k) plan ~~Current Contract~~

The Hospital's insurance program shall provide coverage for both an inpatient and outpatient substance abuse program. Benefits for this program will be paid pursuant to the Health Benefits Section of the Contract.

ARTICLE 20—VACATIONS, HOLIDAYS AND SICK DAYS

Section 1. Paid Time Off. All regular full-time employees scheduled to work at least 36 hours per week and part-time employees scheduled to work at least 20 hours per week are eligible for Paid Time Off (PTO). Time accrues from the (1st) day of employment; however, time is not "earned", nor is there any entitlement to the time or its value, until employees have successfully completed the 120 calendar day introductory period.

The amount of PTO benefit an employee accrues during a year is based on continuous years of service and employment status at that time. Employees will begin to accrue their next higher PTO benefit on the employee's anniversary date. The PTO benefit for all full-time employees working 2,080 hours is based on the following chart: (Note, those scheduled 36 hours per week (.9 FTE) shall be considered full-time for the purpose of this provision. All other proration shall be based upon 2080 hours).

Accrual for full-Time Employees:

Years of Service	*Hours (Based on 2,080 hours worked in a year)*	Accrual per hour worked per pay period	Days accrued (Based on 2,080 hours worked in a year)
0-2 Years	200	.0962	25
3-7 Years	232	0.1115	29
8-14 Years	264	0.1269	33
15+	280	0.1346	35

Accrual for part-time employees

Years of Service	*Hours (Based on 2,080 hours worked in a year)*	Accrual per hour worked per pay period	Days accrued (Based on 2,080 hours worked in a year)
0-2 Years	144	.0692	18
3-7 Years	176	.0846	22
8-14 Years	208	0.1000	26
15+	224	.10769	28

Part-time employees' PTO benefit is pro-rated based on the hours worked in the PTO accrual year and shall not exceed the accrual rate of a 40 hour a week employee.

Employees must earn PTO hours before they are used. Employees shall accrue PTO while utilizing PTO. Employees shall accrue PTO while on mandatory time off work, excluding

reductions associated by lay-off. All time spent by employees on leave of absence, disability or unpaid time off shall not count for PTO accrual purposes.

An employee's PTO shall be calculated using the employee's regular straight-time hourly rate exclusive of any differentials or shift premiums. Eligible employees will receive pay for his/ her PTO in the normal payroll process cycle.

At the end of the calendar year, if an employee has PTO hours remaining in the PTO bank those hours may be carried over to the next calendar year to the allowable maximum carryover of One Hundred Sixty (160) hours or may elect to cash-out up to 100% of those PTO hours. not to exceed 160 hours. Any hours in excess of the One Hundred Sixty (160) maximum PTO carryover, will be forfeited by the employee at the end of the year. There will not be an option to settle, cash out or carryover for use in the event of illness or injury.

Section 2. Holiday Preference by Seniority. Holidays will be self scheduled/rotated consistent with current A/B system to the extent reasonably possible. The rotation will switch every January 2nd.

Holidays described in Section 1 above shall be divided into two (2) seasonal groups and two subsets in each group for scheduling purposes.

	Group A	Group B
Summer holidays	Memorial Day, July 4	Labor Day, Easter
Winter holidays	Thanksgiving, Christmas Eve	Christmas, New Years Day

The designated holidays shall be effective at 11:00 pm on the day prior to the holiday, through 11:00 pm on the day of the holiday.

Effective December 2021, any nurse who works a pm shift on the night of December 23rd will also work a pm shift on the night of December 25th.

If additional time off becomes available on a holiday, such time off will be granted by house seniority. Nurses scheduled for a twelve (12) hour shift on a holiday will work the entire shift; however PTO may be requested as the current practice.

Time and one-half (1 ½) will be paid for holidays worked.

PTO will not need to be used. Spouses can be on the same holiday rotation schedule, but the rotation of the spouse with junior seniority will decide the rotation of both individuals. New hires will be added to the rotation in such a way as to keep rotations equal. Holidays which are not worked as part of the rotation will be guaranteed off. Trading of holidays is approved by the unit director based upon seniority. If there is additional time off available, it will be granted on the basis of seniority.

Initial assignments for holiday groups will be done by alternating nurses by Hospital seniority. The assignment of the A & B holidays shall alternate annually.

Section 3. Workers' Compensation. Nurses with a work-related illness or injury shall be eligible for leave on the same terms as other employees. Such leave shall be granted up to six (6) months or until the employee has reached maximum medical improvement, whichever comes first. Additional leave time may be granted where otherwise required by law.

Section 4. Vacation Scheduling.

(a) The first week of January of each year, the Department Head of each nursing unit shall designate and post the minimum number of registered nurse vacation openings approved for that unit for the calendar year. During the prime time vacation period, at least two registered nurses will be allotted vacation time off each week for Emergency Room, Surgery, Inpatient Services and ICU if operationally possible. Between January 1 and March 15, the Department Head shall contact and solicit individual vacation requests from each staff nurse in order of their ELCH seniority, commencing with the most senior nurse on the nursing unit. Once contacted by her Clinical Director, a nurse has 48 hours to designate her vacation time. Failure to do so will result in the Department Head moving to the next most senior nurse.

During the period starting with the first (1st) full week of May through the last full week in September, no more than two weeks in summer and two weeks in winter (total 4), of vacations will be granted to a nurse starting with the most senior nurse working the way through the unit's seniority list.

Years of Service	Number of Weeks of Vacation Taken in this Period(s) (up to two weeks in winter and two weeks in summer) Per Individual Nurse, before rotating to the next less senior nurse.
10 +	2
0-09	1

As vacation requests are approved, the Department Head shall post the approved vacations on a calendar in the unit. The Department Head shall not solicit vacation requests from any nurse until each more senior nurse has had her vacation request approved.

Once a request is approved, pursuant to the above procedure, it is deemed final, subject to the following provisions to change an approved vacation request.

Once this initial round is completed, any remaining available vacation dates shall be offered in additional one week increments per nurse by seniority starting with the most senior nurse until all time is exhausted in the order of the Hospital's seniority for each open date. Vacation dates which remain open following this bidding process shall be granted to nurses on the unit on a first come first served basis.

No vacation shall be approved for any nurse prior to the time that this process begins each year.

(b) Vacation dates which remain open following the posting period shall be granted to nurses on the unit on a first come, first served basis through the monthly scheduling of requested days off procedure for the unit.

(c) After the vacation scheduling process is completed for all nurses on the unit, a nurse may cancel her vacation at any time. Such dates that become

open through such a cancellation or through the transfer of the nurse, as well as any other vacation opening shall be expeditiously posted for bid within ten (10) working days and granted in the order of the Hospital's classification seniority, on a rotating basis. In granting nurses access to a vacation summer opening (May through September), priority will be given to those nurses, based on their house seniority, who did not receive their alloted number of summer vacation weeks. A vacation which is cancelled by a nurse after the 4-week schedule is posted may be granted to another nurse on the unit based on seniority with the most senior nurse having the first option to be granted the time.

(d) A nurse who transfers to a different nursing unit during the period January 15 to March 15 shall be scheduled her vacation on the unit where she is regularly scheduled on March 15. A nurse's approved vacation dates shall follow the nurse and shall be honored on the unit to which she transfers.

Section 5. Vacation Weekends. A week of vacation shall include, unless the nurse requests otherwise, the weekend preceding and the weekend following the vacation week. In the event the nurse is scheduled for two vacations in one four (4) week schedule, the nurse will still meet their weekend requirement of two weekend shifts worked.

ARTICLE 21—LEAVES OF ABSENCE

Section 1. Bereavement Leave. Funeral leave shall be granted a nonprobationary nurse who is absent from scheduled work by reason of the death and funeral of a member of her immediate family herein identified as spouse, domestic partner (for purposes of this section only), children, step-children, father, mother, step-parents, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandparents. The nurse shall be compensated for time lost by reason of such absence from her regularly scheduled straight-time shift hours during her workweek, up to a maximum of three (3) days (eight hours a day for an eight-hour shift nurse and twelve hours a day for a twelve-hour shift nurse) within seven (7) calendar days of the death. Additional non-paid leave may be granted upon request by the nurse.

Up to three (3) days absence from scheduled shifts for attendance at funeral(s) of brother-in-law(s) and sister-in-law(s) will not count against the absenteeism policy.

The Hospital will not require nurses to use PTO time until documentation of the death has been submitted. Payroll will pay the bereavement time; however, if documentation of death has not been submitted by the end of the second pay period that follows the use of bereavement leave, the bereavement leave shall be reversed, and the employee's PTO time shall be deducted on their next pay.

Section 2. Jury Duty Leave. Non-probationary nurses, regardless of the shift to which they are assigned, who are required to serve jury duty, will be released from her current schedule for those days which she is required to serve. She shall be paid the difference between the fee paid for such service and amount equal to the straight time pay for the pay period involved to a limit of eight (8) hours a day for an eight hour shift nurse and twelve hours a day for a twelve hour shift nurse, up to a maximum of five (5) working days for eight-hour shift nurses and up to three (3) working days for twelve-hour shift nurses. Time paid for jury service or witness duty shall be counted as time paid. A nurse scheduled to work night shift shall have the option of being released either the shift before or following the jury or witness duty.

Section 3. Court Leave. A nurse who is required to testify as a witness in her capacity as a registered nurse on the Hospital's behalf will be released from her current schedule for those days which she is required to testify. She shall be paid eight (8) hours a day for an eight-hour nurse and twelve (12) hours a day for a twelve-hour nurse.

Section 4. Military Leave. A nurse shall be granted leave as required by State and Federal military training and service statutes.

Section 5. Maternity Leave. A nurse shall be granted leave of absence for up twelve (12) weeks due to pregnancy, childbirth, or adoption, unless more time is medically required, in such case up to six (6) months.

Section 6. Workers' Compensation Leave. Nurses with a work-related illness or injury shall be eligible for leave on the same terms as other employees, except such leave shall be granted for up to six (6) months or until the employee has reached maximum medical improvement, whichever occurs first. During such leave, the nurse shall accrue seniority on the basis of her prior FTE status. If she is not able to return at the end of the six (6) months or the period of maximum medical improvement, as the case may be, her seniority shall be frozen indefinitely. Should the nurse be able to return to work at some point in the future, she may return to her former or comparable position, if available, and she will be credited with the previously credited (frozen) seniority.

Section 7. Leave Due to Illness or Injury. Where a nurse's leave is due to a medical condition, she shall provide an appropriate physician's certificate verifying such condition, as part of her request for leave. In the event Hospital questions the medical certification (fitness to return to duty), Hospital may require that nurse be examined by a physician of its own choice and at its expense. If there is a disagreement between the first and second opinion, the nurse shall be examined by a physician selected by mutual agreement of the ELNA and Hospital. The fees and expenses of the third physician shall be borne by Hospital where the issue is fitness to return to duty.

Section 8. Unpaid Medical Leave. Non-probationary nurses who do not qualify for FMLA leaves under this Agreement (employed less than a year) shall be entitled, upon application, to an unpaid medical leave due to their own serious health condition for up to six (6) weeks a year and may request a month to month extension, subject to approval, for good cause.

Section 9. FMLA Laws. The Hospital agrees to fully comply with the requirements of the FMLA laws. Eligible nurses will be afforded all rights and considerations stated under the Act. An FMLA application packet and a summary of the regulations are available from the Human Resources Department.

Section 10. Transitional Work. A nurse with a temporary work-related or non-work related injury may be eligible for Transitional Work for up to eight (8) weeks, which may be extended upon mutual agreement up to a maximum of twelve (12) weeks; however priority will be given to nurses with a work-related injury. A nurse who has obtained clearance from her treating physician and Hospital's physician shall be eligible for consideration to participate in the program upon submission of clearly defined job restrictions from her treating physician (i.e. specific limits on how much she can lift, restrictions on kneeling, bending, etc.). While in the program a doctor's certificate must be submitted no less than every four (4) weeks. A nurse in the transitional work program will maintain her regular rate of pay and benefits while in the program. If a nurse is temporarily assigned to a non-bargaining unit position under this program, she shall retain all rights and obligations of bargaining unit membership. Hospital will limit the participation in this program to four (4) people at any one given time with a limit of no more than two (2) people per department**.**

Section 11. Non-Payment of Benefits for Leaves of Absence. All leaves of absences shall be without pay and other economic benefits.

Section 12. Return to Work Following Leaves. A nurse returning to work from an approved leave of absence shall be returned to her former unit and work schedule, but the position may be temporarily filled on an interim basis by Hospital pending the individual's return.

Section 13. Excused Time Off. Excused time off without pay may be granted by Hospital to attend conventions or other meetings of ONA and/or ANA. The number of nurses, if any, authorized to attend such convention or meeting will be determined by Hospital and will be contingent upon the needs of patient care at the time, as determined by Hospital.

Section 14. Injury List. The ELNA chair will be provided with the names of nurses injured on the job within fourteen (14) days from the time Human Resources Department receives notice. The disclosure will be limited to the name of the registered nurse only and of nurses whose injury results in a LOA, unless forbidden by regulation.

Section 15. Communicable Diseases. If, after notification by the nurse and as determined by the Hospital Infection Control Officer or her designee, a nurse: (i) has been exposed to a serious communicable disease while working at the Hospital which would pose a risk to patient care in the nurse's current assignment; and (ii) solely as a result of such exposure, the Hospital advises the nurse that no other position for which she is qualified to work at the Hospital is available and determines the nurse must be on leave temporarily, the Hospital will pay the nurse at the nurse's straight time rate of pay for scheduled hours lost up to the number of days that the Hospital Medical Director or her designee determines up to their FTE for up to a seven (7) calendar day period. No time shall be deducted from a nurse's package days while she is on leave for this reason, and she will continue to accumulate package days during this leave.

The Hospital will notify a nurse of exposure to a communicable disease within 24 hours of the exposure of the hospital having knowledge of such potential exposure.

ARTICLE 22—TUITION REIMBURSEMENT

Section 1. College Coursework. Hospital encourages nurses to participate in educational programs related to their present work or promotional opportunities. Full-time and part-time nurses are eligible for reimbursement of the cost of tuition incurred in connection with the taking of formal classroom courses at accredited colleges or universities, subject to the conditions set forth in this Section.

A full-time nurse is eligible for 100% reimbursement for grade C or better for undergraduate work and 100% reimbursement for grade B or better for graduate level work.

Undergraduate courses must lead to the BSN degree. Graduate courses must be in nursing or must be related to the nurse's present duties or to the assumption of new or additional duties which relate to patient services provided by Hospital, as determined by Hospital. The course must be approved in writing in advance by the Chief Nursing Officer. The nurse must successfully complete the course with a passing grade and must present to Hospital's Human Resources Department the official transcript of the educational institution evidencing such successful completion of the course and a statement of the tuition fees paid. The nurse shall be reimbursed at one hundred percent (100%) for successful completion of the course, and presentation of such evidence. Courses must be taken outside working hours.

The maximum annual reimbursement to a full-time nurse under the provisions of this Section shall be four thousand dollars ($4,000) per year; for purposes of this Section, the year referred to herein shall be deemed to commence for each nurse on the date of the first (1st) reimbursement paid to her.

Part-time registered nurses who regularly work thirty-two (32) or more hours a pay period are eligible for tuition reimbursement on the same basis as full-time nurses except that their reimbursement is equal to:

A part-time nurse is eligible for fifty percent (50%) reimbursement for Grade C or better for undergraduate work and fifty percent (50%) reimbursement for grade B or better for graduate level work. Maximum annual reimbursement to a part-time nurse shall be one thousand dollars ($2,000) a year.

A nurse receiving the maximum annual reimbursement must agree to remain in the employ of the hospital for 24 months for full-time RNs and 12 months for part-time RNs following the last reimbursement.

If the Full-time RN voluntarily terminates his/her employment prior to the completion of the 24 months of service commitment, the RN will have to pay back the reimbursement according to the following rates and schedule:

- 100% if employed for less than six (6) months, following the reimbursement.
- 75% if employed for six (6) months but less than twelve (12) months, following the reimbursement.
- 50% if employed for twelve (12) months but less than eighteen (18) months, following the reimbursement.
- 25% if employed for eighteen (18) months but less than thirty (24) months following the reimbursement.

If the Part-time RN voluntarily terminates his/her employment prior to the completion of the 12 months of service commitment, the RN will have to pay back the reimbursement according to the following rates and schedule:

- 100% if employed for less than six (6) months, following the reimbursement.
- 50% if employed for six (6) months but less than twelve (12) months, following the reimbursement.

Section 2. Specialty Certification. All registered nurses are eligible for specialty certification examination course reimbursement not to exceed five hundred dollars ($500.00) per certification cycle. Reimbursement is contingent upon passing the certification examination.

ARTICLE 23—MISCELLANEOUS BENEFITS

Section 1. Compensation for Mandatory Meetings and Inservice Programs. All nurses who are required by management to come in for meetings or to conduct classes/training programs (i.e., Smoking Cessation, Diabetes Education, etc.) on off-duty time will be guaranteed one (1) hour of pay if the meeting or class/training program is cancelled when they come in or if the meeting or class/training program is less than one (1) hour in length. The Hospital will give a minimum of a ten (10)-day notice to all nurses required to attend mandatory inservice programs. In consideration of nurses who work second and third shifts these

mandatory inservices will be offered at various times and dates. Should the Hospital's notification system fail to notify a nurse of her obligation to attend the mandatory inservice program, that nurse will not be subject to any corrective action. Exceptions in attendance at mandatory inservice programs need to be arranged directly between the clinical director and the nurse involved with the exception request.

Section 2. Accidental Damage to a Nurse's Property. Hospital will replace at its cost, uniform items, eyeglasses, and shoes up to one hundred dollars ($100.00) per incident, damaged beyond repair by a patient or accidental means in the course of employment. In areas where Hospital nurses wear street clothes, it is agreed that should apparel be damaged beyond repair while the nurse is at work, Hospital will also replace those items at cost up to one hundred dollars ($100.00) per incident

Section 4. Annual Mammogram. A mammogram shall be offered every year or more often if recommended by the nurse's primary care physician at no cost to the registered nurse.

ARTICLE 24—LABOR MANAGEMENT/NURSING ADVISORY COMMITTEE

Section 1. The Hospital and the Ohio Nurses Association will have a labor management/nursing advisory committee in place to improve communication and promote consensus building and problem solving. This committee shall address issues it deems appropriate which will not change current bargaining unit practices. The committee shall meet no less than bi-monthly and will be comprised of bargaining unit designees and Hospital designees plus the ONA -Staff Representative. Ground rules for the facilitation of the Labor Management Committee/Nursing Advisory meetings shall be mutually established. Agenda items will identify an issue as either Labor Management or Nursing Advisory and the parties agree to divide the meeting agenda accordingly. Agenda items must be submitted to the Human Resources Department at least one (1) week prior to the meeting and may include a CEO report (on financial status of the Hospital, physician recruitment, and other matters), registered nurse vacancies, staffing, and other matters of interest to the parties. The parties will make every effort to discuss and attempt to resolve an issue before bringing it to the Labor Management/Nursing Advisory Committee. If an issue has not been previously discussed, or either party believes they need more time before addressing an issue at the committee meeting, they will notify the other party that the issue will be tabled until the next meeting. Approved minutes from the Labor Management/Nursing Advisory Committee meetings shall be available electronically. Members designated by ONA who are scheduled to work at the time of labor management meetings shall be excused from work in order to attend, and shall be paid at their regular rate as nonproductive straight time for the time actually lost from work.

Nurses attending on off-duty time shall be paid nonproductive straight time.

In no case shall any matters currently pending in a grievance or arbitration be considered.

Section 2. Staffing decisions will be based upon census, acuity, and available staff. Decisions and adjustments will be determined by management. However, before any changes are made by management to staffing grids, the proposed changes will be discussed with ONA at a Labor Management Meeting.

Section 3. Additional Committees. It is contemplated by Hospital that other committees of representative groups within Hospital, including nurses, will be appointed to consider and make recommendations with respect to other Hospital affairs, and nothing provided for in this Article shall preclude the parties from appointing such nurses as it may select to serve on any such committee, such as the Recruitment and Retention and Health and Safety Committee.

Section 4. Delivery of Care. ONA and Hospital recognize that changes in the health care delivery system are occurring and recognize that the common goal of providing quality patient care is the utmost priority. The parties also recognize that nurses should participate in decisions affecting delivery of patient care and related terms and conditions of employment. If Hospital is considering change affecting the system of delivery of patient care it will be discussed at the Labor Management/Nursing Advisory Committee. Any change in staffing ratios will be reviewed by the Committee with ONA providing significant and critical input into the decision making process.

Section 5. If a nurse believes that her unit is short staffed at the beginning or during her shift of work based upon the staffing grid, she should immediately notify the nursing office/supervisor verbally. At the end of her shift the nurse should complete an Assignment Despite Objection form and submit a copy to her supervisor, ONA local President, and fax a copy to the ONA. The supervisor will investigate safety concerns and will be prepared to discuss at the appropriate ~~to the~~ Labor Management Committee/Nursing Advisory Committee meeting.

Section 6. Labor Management Committee (LMC)/Nursing Advisory Committee shall have a standing agenda item regarding the Hospital's nurse staff committee. Discussions shall concern staffing grids which consider staffing ratios, acuity, staffing mix, and safe staffing standards. The staffing plan shall be reviewed at minimum once annually by LMC and made available to staff upon request.

Section 7. Any committee, ad hoc or otherwise, shall not have the ability to alter or modify the collective bargaining agreement without prior approval of the Hospital and the Ohio Nurses Association.

ARTICLE 25—HEALTH & SAFETY

Section 1. Personal Protective Equipment. Hospital will make available to nurses protective equipment such as latex gloves, non-latex gloves, water-resistant gowns, boots, plastic aprons, respirators, and other protective equipment which meets applicable regulations.

Section 2. Emergency Response Team. Hospital shall have a trained response team which will respond to all emergency situations where physical violence, the threat of physical violence, or verbal abuse occurs. A process will be developed to record and report these incidents of a emergency nature. These records will be evaluated by the Health and Safety Committee. Hospital will encourage nurses who are victims of assault in the work place to recognize the potential emotional impact and offer debriefing and stress counseling. A nurse assaulted at work, who is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

Section 3. Flu Vaccinations. Nurses required to wear a face mask shall only be required to wear their mask in patient care areas (e.g. not in the cafeteria, break rooms, or main lobby). For privacy reasons, any designation on the nurse's badge must be identifiable only to Hospital staff.

ARTICLE 26—CORRECTIVE ACTION

Section 1. Management Rights. The Hospital shall have the right to issue corrective action or discharge a nurse for just cause.

Section 2. Written Corrective Action. Unless circumstances warrant more severe actions, the Hospital will utilize a system of progressive discipline. Progressive steps may include verbal warning, written warning, suspensions without pay and termination of employment. Discipline issued under the Hospital's attendance policy shall be considered separately from non-attendance related discipline.

Prior to an investigatory interview, the Hospital will notify the nurse of her right to have an ONA representative present. In the event any written discipline is placed in a nurse's personnel file, the nurse shall receive a copy of the discipline. If it is determined during the investigation that no discipline will be issued, the nurse shall be returned to work with back pay, seniority and benefits.

The Hospital will email a copy of the discipline to ONA. Both the nurse and ONA representative will be required to sign a copy of the same attesting to the fact that they have read the notation; however, the signing does not indicate agreement.

When a nurse is suspended, discharged, or demoted, the Local Unit Chair of the ONA or a designee will be notified by email by the Human Resource Department within one (1) business day of the suspension, discharge, or demotion, along with a copy of the discipline.

Section 3. Grievance Procedure. The Hospital recognizes the right of a nurse to appeal corrective action through the Grievance Procedure provided for in this Agreement. A corrective action involving a suspension or discharge shall be placed at Step 2 of the Grievance Procedure and a representative of ONA shall be present at such hearing. If it is found that the nurse was unjustly suspended or discharged, the Hospital and ONA shall mutually agree on the appropriate remedy for the nurse.

Section 4. ONA Representation. The Hospital acknowledges the nurse's right to the presence of an ONA local unit representative at any investigatory interview or at any meeting at which corrective action may take place. For purposes of proper representation of bargaining unit members, the representative assigned to represent the nurse shall be provided with all information which may lead to corrective action.

Section 5. Discipline Removal. The Hospital agrees that no corrective action more than eighteen (18) months old shall be applied toward future corrective action provided that the nurse has gone for a period of eighteen (18) consecutive months without corrective action of any kind having been taken against the nurse. The provisions of this section shall not apply to corrective actions issued pursuant to the absence control program.

Section 6. Suspensions or Discharges. In the case of a discharge or suspension, the Hospital will recognize a grievance timely initiated by the ONA.

Section 7. Drug and Alcohol Dependence. The Hospital encourages a nurse to self-report dependence on alcohol or drugs, legal or illegal substances to seek help. Assistance may be sought in writing in confidence to, or asking for a personal appointment with Human Resources. Rehabilitation itself is the responsibility of the employee who must provide certification as requested by Human Resources that the employee is continually enrolled in a treatment program and actively participating in the program.

Upon successful completion of a treatment program, certified by the treatment organization the Human Resources will review the situation under the ADA to determine a return to active work. Any nurse suffering from a substance abuse problem who rejects treatment or leaves a treatment program prior to being properly discharged will be immediately terminated. Employees will be eligible for drug and alcohol dependence assistance through the employee assistance program no more than twice during his/her career at the Hospital, and any

additional recurrence of an alcohol or drug problem will be cause for termination.

Notwithstanding any other provision of this Section, if the nurse's actions are illegal or place in jeopardy the well-being of patients, visitors or co-workers, the Hospital may issue corrective action accordingly up to and including discharge.

ARTICLE 27—GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. For the purpose of this Agreement, the term "grievance" is defined as a dispute between Hospital and a nurse or nurses, or between Hospital and ONA, concerning the interpretation and/or application of, or compliance with, any provision of this Agreement.

Informal Problem Solving Process. For all issues other than disiplinary suspension or termination, the nurse is required to notify his/her manager about a problem prior to filing any grievance. When an ONA representative is requested by a nurse to file a grievance, where the nurse has not previously notified spoken to her manager about the matter, the ONA representative will offer to contact the manager and arrange for a meeting with the nurse, the manager and the representative.

If the manager is contacted within ten (10) calendar days after the nurse had knowledge of the event upon which the grievance is based, this contact will be considered to have met the time requirements of Step One under this Article. The meeting should be recorded on a problem solving process form with the nurse, the representative and the manager receiving a copy. Once the manager has responded to the matter, the nurse has ten (10) calendar days to file a formal grievance.

Nothing in this paragraph will limit the availability of expediting grievances when appropriate nor will the failure to follow this pre-grievance process be a basis for invalidating a grievance.

Formal Grievance Process. When a grievance arises, the following procedures shall be used:

Step 1 Department Head

A nurse having a grievance shall present it in writing, dated and signed, to the appropriate Department Head for the unit involved within ten (10) calendar days after she has knowledge of the event upon which the grievance is based or ten (10) calendar days following the manager's answer. In order to expedite processing, the written grievance should contain the approximate date upon which the grievance arose, a statement of the facts and the individuals directly involved, and the provision or provisions of this Agreement which are claimed to have been violated. In presenting a grievance at Step I, the nurse may have an ONA representative present. The Department Head and the CNO shall give their answer within ten (10) calendar days after the grievance has been presented to the Department Head.

Step 2 Human Resources Level.

If the grievance is not satisfactorily resolved at Step I of this procedure, the nurse may submit it in writing to Hospital's Director, Human Resources or her designee within ten (10) calendar days after she has received the Step 1 answer. The Director, Human Resources the grievant and a representative of the ONA shall meet within ten (10) calendar days to discuss the grievance. Either party may, with notice to the other party, invite a mediator from FMCS to participate in the Step 2 meeting. The Director, Human Resources shall give her answer in writing within ten (10) calendar days.

Time Limit Extensions and Failure to Appeal/Process to Next Level. The time limitations may be extended by mutual agreement of Hospital and the representatives of the ONA. Any grievance settled at any step of this procedure shall be binding on all parties. Any grievance not presented or appealed within the time limits set forth herein shall be considered no grievance. A grievance not answered by management within the time limits set forth herein shall automatically advance to the next step of the Grievance Procedure. However, there shall be no such automatic progression to arbitration.

Processing of Grievances During Non-Working Hours and Compensation. Insofar as is reasonably possible, grievances shall be processed during nonworking hours; however, neither the grievant nor a designated local unit representative shall suffer a loss of compensation in order to attend grievance meetings during their respective scheduled working hours.

Step 3 Arbitration Level.

If the grievance is not satisfactorily resolved at Step 2 of this procedure, it may be submitted to arbitration upon request of either Hospital or the representative of ONA. The request shall be made in writing within ten (10) calendar days after the Step 2 answer has been given. An arbitrator must be selected within ten (10) days of the presentation of a panel of arbitrators from the Federal Mediation and Conciliation Service. If an arbitrator cannot be selected from the first panel, the parties shall request a second panel and an arbitrator will be selected from that panel within ten (10) days of receipt of that panel. The arbitrator shall be selected from a panel to be supplied by the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding upon all nurses, Hospital and ONA. The fee and expenses of the arbitrator shall be borne equally by the parties.

Section 2. Disciplinary Suspension or Discharge. A grievance involving the disciplinary suspension or discharge of a nurse shall be filed at Step 2.

Section 3. ONA Initiated Grievances. Hospital will recognize a grievance timely initiated by ONA, provided the grievance is filed within ten (10) calendar days of the event giving rise to the grievance.

ARTICLE 28—ALTERATION OF AGREEMENT AND WAIVER

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

Section 2. During the negotiations leading to this Agreement, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement was reached after full and free exercise of such right and opportunity. Unless otherwise mutually agreed, the parties each voluntarily and without qualification for the period of this Agreement, waive the right to bargain with respect to any subject or matter which has or might have been included in this Agreement, even though such subject or matter may not have been considered by either or both parties at the time of negotiating or signing of this Agreement.

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

Successorship: 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 29—DURATION

Section 1. Duration of Contract. This Agreement ~~effective~~ shall become effective immediately upon ratification by the Union and shall continue in full force and effect to and including July 21, 2025, and from year to year thereafter unless either party hereto shall notify the other in writing at least ninety (90) calendar days prior to the expiration date of this Agreement or ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its desire to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized representatives as of the date first above written in this article.

	CITY HOSPITAL ASSOCIATION OF EAST LIVERPOOL d/b/a
OHIO NURSES ASSOCIATION	EAST LIVERPOOL CITY HOSPITAL
_____	_____
_____	_____
_____	_____
_____	
_____	

APPENDIX I

PROTESTING OF ASSIGNMENT – DOCUMENTATION OF PRACTICE SITUATION

A registered nurse receiving an assignment that in her professional judgment place patient(s) or themselves at risk has an obligation to take action. Acting in the interest of patients, the nurse should promptly notify her supervisor that because of potentially unsafe conditions, the quality of care and the safety of patients and nurses have been jeopardized.

The Ohio Nurse Practice Act and the ANA Code for Nurses hold the nurse responsible and accountable to her patients for the nursing care provided. However, responsibility and accountability for the level of care also resides with the Hospital.

The accompanying **"Assignment Despite Objection"** for may be used to document an assignment which is potentially unsafe for the patients or staff. This form should also be used to document concerns about potentially unsafe conditions that may arise when a nurse may be required to delegate inappropriately to licensed personnel or unlicensed assistive personnel. This will not exonerate you from liability or responsibility, but it will shift a great deal of the burden onto the shoulders of the Hospital, where it belongs.

DO

1. Do notify your supervisor for help as soon as you realize the problem; the staffing numbers provided are less than what you need to provide proper and safe nursing care.

2. Do state that you will do the best you can, if help is denied, but that patients have the right to receive safe professional nursing care.

3. Do fill out the attached form and send it to your supervisor within a reasonable period of time.

4. Do forward a copy to ONA and retain a copy. Add documentation on the back of the form, if needed.

5. Do remember that nursing management may discipline a nurse for protesting an assignment. Assuming the employer has a grievance procedure, a nurse who has been disciplined for protesting an assignment should file a grievance against the employer for discipline without just cause.

DON'T

1. Don't use the form if you have adequate help. If these forms are used indiscriminately and without justification, it will dilute their usefulness.

2. Don't use the form if you have failed to notify your supervisor in person or by phone of your need for more help, etc. This form is to document your request. If you didn't make the request, you can't use it.

ASSIGNMENT DESPITE OBJECTION

I/WE _____

Registered Nurse(s) employed at City Hospital of East Liverpool, Ohio on _____ _____
Unit Shift

Hereby protest my/our assignment as: ☐ Primary Nurse ☐ Charge Nurse ☐ RN pulled to unit ☐ Other

made to me/us by _____ at _____ on _____ despite my objection
(Supervisor/person in charge) (Time) (Date)

Response: _____

Other persons notified: _____ _____ _____
Name(s) Date/Time Response

SECTION II: *Please check all appropriate statements:*
I am objecting this assignment on the grounds that:
☐ The assignment posed a serious threat to health and safety of staff. ☐ Staff not given adequate orientation to the unit.
☐ The assignment posed a potential threat to the health and safety of the patients. ☐ inadequate staff for acuity (short staffed).
☐ Staff involuntarily forced to work beyond scheduled hours. ☐ The unit was staffed with unqualified or Inappropriate personnel
☐ New patients were transferred or admitted to the unit without adequate staff ☐ Other (please explain) _____

SECTION III. *Complete to the best of your knowledge the patient census at the time of your objection*.
Census and Acuity:
Patient Census:
Start _____ End _____ Unit Capacity _____ Admissions _____ Discharges _____

Acuity Levels: High _____ Average _____ Low _____

Factors influencing acuity. Check those that apply:
☐ On respirators ☐ complete care ☐ on isolation precautions ☐ restrained ☐ immediately postop (less than 4 hours)
☐ Require vital signs/nursing assessment more frequently than routine ☐ receiving blood product transfusions
☐ Receiving IV drug/TPN/chemotherapy infusions
☐ Other (specify)_____ ☐ other (specify) _____

SECTION IV: *Complete to the best of your knowledge.*
Patient Care Staffing Count:

	RN	LPN	Aide	Other	Clerk/ Secretary	Previous Number of Staff for Equivalent Census/Acuity
Start of Shift						
End of Shift						

SECTION V: Brief statement of problem: _____

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

_____ _____

Nurse's Signature (Print Name)

APPENDIX II

GRIEVANCE FORM

Date:

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

On what date(s) and time(s) did the incident(s) in the grievance occur?	

Where did the incident(s) occur?	

Brief Statement of Grievance:

Remedy Requested:

ONA Representative who will represent me in this matter:	

Signed:_____ Signed:_____
(Employee) (ONA Officer)

MANAGEMENT REPLIES

STEP 1:

_____

_____

_____

_____

Date: _____ Signed: _____

I wish to appeal this grievance to Step 2: _____

Grievant/ONA Representative's Initials

Date _____

STEP 2:

_____

_____

_____

_____

Date: _____ Signed: _____

I wish to appeal this grievance to Step 3: _____

Grievant/ONA Representative's Initials

Date _____

STEP 3:

_____

_____

_____

Date: _____ Signed: _____

Grievant/ONA Representative's Initials

MEMORANDUM OF UNDERSTANDING
BETWEEN EAST LIVERPOOL CITY HOSPITAL AND
OHIO NURSES ASSOCIATION
EXTENDING COLLECTIVE BARGAINING AGREEMENT

This Memorandum of Understanding ("MOU"), is entered into by and among East Liverpool City Hospital ("Hospital" and "Employer") and the Ohio Nurses Association ("Union") (collectively, the "Parties"), in order to extend the term of the parties' Collective Bargaining Agreement ("CBA") currently set to expire on July 31, 2025:

The Parties agree as follows:

1. The Hospital will implement a $3.50 across the board wage increase, effective February 2, 2025.
2. All steps in the wage scale of the 2022-2025 agreement will be increased by $3.50/hour, effective immediately upon ratification.
3. Employee monthly contributions for health care premiums for the 2026 plan year will not increase by more than 5% over the 2025 premiums.
4. The CBA is extended through July 21, 2026.
5. There are no other changes to the CBA.

For the Employer

East Liverpool City Hospital

Catherine Heitchue Reed
(Signature)

DATED: _____

For the Union

Ohio Nurses Association

(Signature)

DATED: 2-17-2025