

AGREEMENT

Between

The Ohio Nurses Association/AFT, AFL-CIO

And

Trinity Health System

December 14, 2023 to October 31, 2025

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This Agreement, made and entered into the fourteenth day of December 2023, by and between TRINITY HEALTH SYSTEM, an Ohio corporation, not for profit, located in Steubenville, Ohio, hereinafter referred to as the “Hospital”, and THE OHIO NURSES ASSOCIATION, hereinafter referred to as “ONA.”

W I T N E S S E T H:

ARTICLE 1 RECITALS

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

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

WHEREAS, it is the intent and the purpose of the parties hereto that this agreement respect and promote the responsibility and obligation of the Hospital as well as the interests of its nurses covered by this Agreement, avoid interruptions and interferences with the Hospital’s services to patients and its programs in medical research and education; and set forth a method to enable nurses covered by this Agreement to participate, through representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of differences between the parties;

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

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The management of the Hospital, the control of the premises and the direction of the nursing force are vested exclusively with the Hospital. Unless specified in the contract, the right to manage includes but shall not be limited to the right to hire, transfer, promote, suspend or discharge nurses for just cause; to determine the shifts and the number of hours to be worked by nurses; to determine staffing patterns including, but not limited to, the assignment of nurses as to numbers employed, duties to be performed, qualifications required and areas worked; to determine or change the methods and means by which its operations are to be carried on; to determine the policies and procedures with respect to patient care; and to carry out the ordinary and customary functions of management. And provided, further, that these rights shall not be used for the purpose of discriminating unlawfully against any nurse on account of membership in or activity on behalf of ONA.

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

ARTICLE 3 RECOGNITION

Section 1. The Hospital recognizes ONA as the exclusive representative and bargaining agent for the general duty nurses, including relief nurses and assigned coverage nurses, and the registered nurse anesthetists, including relief nurse anesthetists, employed by the Hospital (the “Local Unit”) for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

Section 2. Except where a specific provision of this Agreement expressly provides for the inclusion or exclusion of one or more classifications of general duty nursing personnel (i.e., regular full-time, regular part-time, assigned coverage nurses, relief nurses), the terms of this Agreement shall otherwise apply to and include only regular full-time and regular part time registered nurses employed by the Hospital as general duty nurses.

Section 3. Excluded from the terms of this Agreement are all other classifications of registered nurses, including private duty nurses, supervisory nurses, all other classifications of nursing personnel, graduate nurses, and all other classifications of personnel employed by the Hospital. No registered nurses will be employed at rates below the basic starting minimums plus shift differentials provided herein.

Section 4. The term “nurse”, when used hereafter in this Agreement, shall mean only the members of the bargaining unit described in Section 1 of this Article.

The term “regular full-time nurse” shall mean a nurse who regularly works, 1) twelve-hour shifts and at least seventy-two (72) hours in a (2) two-week pay period or, 2) a flexible schedule nurse who works a flexible schedule under the terms of Article 10, Section 8, during the term of this Agreement.

A “regular part-time nurse” is one who has accepted employment with the understanding that she will work a regular schedule of not less than thirty-six (36) hours in a two- (2-) week period. An “assigned coverage nurse” is a nurse who accepted employment with the understanding that employment is conditioned upon said nurse committing to work a regular schedule, of up to thirty-six (36) hours per week, with said regular schedule, including at least four (4) weekend shifts in two (2) consecutive scheduling periods, and at least three (3) holiday shifts per year. Any regular part-time or regular full-time nurse who requests to work a shift assigned to an assigned coverage nurse will be permitted to work that shift, if the request is made prior to the posting of the schedule. A newly-hired assigned coverage nurse shall be compensated at the beginning rate of pay established in Article 8, Section 1, plus \$1.50 per hour, and a bargaining unit nurse who transfers into an assigned coverage nurse position shall be paid the rate of pay she/he earns at the time of transfer plus \$1.50 per hour. The assigned coverage nurse shall be eligible to advance on the Step Schedule as set forth in Article 8. Such assigned coverage nurse shall be entitled to three (3) weeks’ vacation without pay in accordance with the provisions of Section 10 of Article 12 of this Agreement; provided that only one (1) week of vacation shall fall within the months of May, June, July, and August. For vacation purposes, date of hire shall be Hospital date of hire. Such assigned coverage nurse shall be entitled to shift differential and weekend differential in accordance with Article 8, Sections 2 and 3, and holiday pay in accordance with Article 12, Section 3. Notwithstanding any other Article of this Agreement, such assigned coverage nurse shall not be entitled to any compensation, benefit or premium, which is not expressly set forth in this paragraph of this Section 4 of Article 3. A “relief nurse” is a nurse who from day to day, rejects or accepts employment with the Hospital, depending upon the nurse’s availability as determined by the nurse. The Hospital shall be under no obligation to employ any relief nurse, and a relief nurse shall not be deemed a regular part-time nurse or a regular full-time nurse regardless of the regularity with which the nurse may accept day-to-day requests for employment

unless the nurse makes application to the Hospital which it accepts for a change in employment category.

Section 5. The Local Unit shall have the right, without prior Hospital approval to make reasonable use of the bulletin boards of each nursing station in the Hospital and an additional board to be erected for the purpose of posting notices of such Local Unit and ONA activities as meetings, elections and the like, but shall promptly remove all posted material as soon as it becomes untimely. Notices or materials of a different kind or character shall be approved by the Personnel Department before posting.

The Hospital shall furnish the Local Unit with a bulletin board, which shall be located on the wall adjacent to the elevators in the Ground level hall which intersects the main hallway leading to the Cafeteria, as well as, a bulletin board to be located on the wall across from the Nursing Office.

Section 6. If desired by the Local Unit, the Hospital, upon reasonable notice to the Personnel Director or Vice President, shall furnish space on the premises for meetings of the membership of the Local Unit, its officers, directors or trustees and its committees.

Section 7. Each person employed by the Hospital to practice professional nursing as a registered nurse must be licensed to practice as such in the State of Ohio.

Section 8. A Bargaining Unit Nurse shall not be considered to be a supervisory or managerial employee by virtue of her being assigned charge duties.

Section 9. As directed by the Hospital, nurses will use professional judgment to delegate general duty nursing tasks to non-registered-nurse personnel.

The Hospital will recognize the ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse to her individual practice.

A Registered Nurse will direct the assessment, planning and evaluation of a patient's nursing care needs. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner that is illegal under the Ohio Nurse Practice Act or contrary to Hospital policy.

ARTICLE 4 PROBATIONARY PERIOD

Section 1. Nurses newly employed or employed after an absence of more than one (1) year from the Hospital shall be considered to be on probation for a period of ninety (90) days from the date of hire, except when extended by mutual agreement between the Hospital and ONA for an additional thirty (30) days. If any nurse who has not completed her probationary period is granted a paid or unpaid leave of absence in excess of five (5) working days, the number of working days included in the period of absence shall be added to the period of her probation. During or at the end of the probationary period or any extension thereof, the Hospital may terminate the nurse at will, and such termination shall not be subject to the Grievance Procedure in this Agreement.

(a) However, relief nurse(s) returning to a full-time or part-time position within six (6) months after having held that position, shall not be required to repeat the probationary period.

Section 2. During the probationary period or any extensions thereof, a nurse shall have no seniority rights,

but at the end of the period, if retained in the Hospital's employ, her seniority shall be computed:

(a) with respect to nurses hired prior to January 1, 1979, from her date of last hire or the date of her registration in the State of Ohio, whichever date is later; and,

(b) with respect to nurses hired on and after January 1, 1979, from date of last hire.

Section 3. The Hospital will schedule the Chairperson of the Local Unit, or a designee from the Bargaining Unit, to meet with each orientation class during the General Orientation, for a period of not more than one (1) hour, for the purpose of explaining the purposes of ONA and distributing copies of this Agreement. The Hospital shall pay one (1) hour of straight time pay for the time spent at the meeting, and the hour shall be deemed time worked.

ARTICLE 5 ORIENTATION

Section 1. Each new nurse shall receive at least a three-(3) week orientation program covering the standard operating procedure of the nursing department, Hospital policy and a Hospital tour. All newly employed nurses, both experienced and inexperienced, shall diligently participate in the orientation program as set forth in the Hospital's written policies which establish written orientation guidelines. The Hospital reserves the right to modify or delete such guidelines in the normal policy-making process.

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 needs of the Hospital, nurse and the Hospital's patients, both general and unit-specific. The orientation of each nurse should be a flexible process which will give the nurse an opportunity to become competent to perform any function required of her by the Hospital.

Nurses in orientation are primarily being paid to learn, and are not to be floated or pulled to another unit during their orientation.

Section 3. All newly employed nurses covered by this Agreement shall participate in a Hospital orientation program and a nursing orientation program.

Section 4. Orientation Curriculum: All newly employed nurses will be offered an orientation curriculum, which will include, but not be limited to, (1) basic nursing procedure, (2) standard operating practice of the Department of Nursing, (3) basic life support, (4) overview of policies and procedures, (5) environment of care, (6) care of the patient, (7) basic computer training (HIS), (8) infection control, (9) assessment of patients, (10) patients' rights, (11) organizational ethics, (12) patient/family education, and (13) documentation.

Section 5. Clinical assignment for a newly hired orienting nurse will normally follow the pattern of nurse/patient assignments on her assigned unit. A nurse's orientation shall proceed under the supervision of a Staff Development Educator, the Clinical Manager, along with the nurse preceptor.

Section 6. During the entire orientation period, the newly-hired orienting nurse shall have regular conferences regarding her progress with a Staff Development Educator, and her Clinical Manager, along with the nurse preceptor.

Section 7. A preceptor who is assigned an orientee will continue with the orientee through the entire

orientation, if practicable. Prior to assigning preceptor duties to a nurse, the Hospital shall provide preceptor education to that nurse.

The Hospital will adjust a preceptor's patient care assignments, as necessary to accommodate her preceptor tasks.

The orientee will be regularly assigned those patients assigned to her preceptor.

Section 8. The orientee will meet with Nursing Education to review the nurse's progress within two (2) weeks of assuming full unit activities, and the orientee will be asked to evaluate the orientation process.

ARTICLE 6 CROSS ORIENTATION

Section 1. If the Hospital decides to offer cross orientation opportunities to nurses, the opportunities for cross-orientation will be posted by the Hospital for a period of seven (7) calendar days. Nurses who wish to be considered for the opportunity to cross-orient shall submit a written bid, not later than the seventh (7th) day following the posting. Opportunities to cross orient will be awarded to bidders in order of Hospital-wide seniority. The most senior eligible nurse who has the fewest number of designated cross-orientation areas shall be cross-oriented. In order to be considered for cross-orientation, a nurse must have completed her probationary period and original orientation period and must have a minimum total of twelve (12) months of employment as a nurse for the Hospital. A nurse may be cross-oriented to a maximum of two (2) units other than her home unit.

Section 2. The cross-orienting nurse will be given the same unit-specific orientation as that received by a newly hired nurse orienting to the same unit.

Section 3. A cross-orienting nurse who leaves her regularly assigned unit for the purpose of cross-orienting shall not be deemed to have been pulled for purposes of the pulling rotation on her regularly assigned unit.

Section 4. A nurse may opt out of the cross-orientation only within the first two (2) weeks of the cross orientation.

Section 5. On the first working day of the calendar month which follows at least twelve (12) months of service as a cross-oriented nurse, the cross-oriented registered nurse may notify, in writing the Clinical Manager of her regularly-assigned unit and her Clinical Manager of her cross-oriented unit, that she no longer wishes to work in the cross-oriented unit. In that event, she shall no longer be deemed to be cross oriented and, therefore, no longer assigned to the cross-oriented unit, effective thirty (30) calendar days after receipt of her written notice.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Hospital and a nurse or nurses, or between the Hospital and ONA, concerning the interpretation and/or application of, or compliance with, any provisions of this Agreement. When a grievance arises, the following procedure shall be used:

Step 1 - A nurse is required to address her issue with a direct supervisor/manager before filing a grievance and the nurse may have an ONA representative accompany her at that time. A nurse having a grievance shall present it in writing, dated and signed, to her immediate supervisor within seven (7) working days after she has knowledge of the event upon which the grievance is based. The supervisor shall give her answer within five (5) working days after the grievance has been presented to her.

A grievance shall contain the date upon which the grievance arose, a statement of the facts, the individual(s) directly involved and the provision(s) of this Agreement which are alleged to have been violated. In presenting the grievance at Step 1, the nurse may be accompanied by an ONA representative.

Step 2 - If the grievance is not satisfactorily resolved at Step 1 of this procedure, the nurse may submit her grievance in writing, dated and signed, to her designated Manager within five (5) working days after she has received her supervisor's answer. The Manager shall give her answer in writing within five (5) working days after she has received the written grievance. In presenting the grievance at Step 2, the nurse may be accompanied by an ONA representative.

Step 3 - If the grievance is not satisfactorily resolved at Step 2 of this procedure, the nurse may submit it in writing, dated and signed, to the designated Human Resources Leader within five (5) working days after she has received the answer of her Manager. The Human Resources Leader, the Director of Nursing, the grievant and a selected ONA representative of the grievant shall meet within ten (10) working days to discuss the grievance. The Human Resources Leader shall give his answer in writing within five (5) working days.

Step 4 - If the grievance is not satisfactorily resolved at Step 3 it may be submitted to arbitration, upon request of either the Hospital or ONA. The request shall be made in writing within ten (10) working days after the Human Resources Leader has given a written answer. If the parties cannot agree upon an impartial arbitrator within seven (7) calendar days, either party may submit the grievance for settlement by arbitration to the Federal Mediation and Conciliation Service. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation or application, or compliance with, the provisions of this Agreement. He shall not have the power to add to or subtract from or modify in any way any of the terms of this Agreement. The fees and expenses of the arbitration shall be borne equally by the parties.

Section 2. A copy of the written answer at each step of the grievance procedure provided in this Article shall be served upon the Local Unit grievance chairperson, local unit chair and the grievant. A copy of the written answer at Step 4 of the grievance procedure shall also be provided to the ONA representative.

Section 3. The time limitations provided for in this Article may be extended by mutual agreement of the Hospital and ONA. "Working days" as used herein shall not include Saturdays, Sundays or holidays. Any grievance settled at any stage of this procedure shall be binding on all parties. Any grievance not presented or appealed within time limits stated herein shall be considered no grievance. A grievance not answered by management within the time limits stated herein shall automatically advance to the next step. However, there shall be no such automatic progression to arbitration.

Section 4. A policy grievance which affects more than one (1) nurse may be initiated at Step 3 of the grievance procedure by ONA within seven (7) working days after the ONA nurses have knowledge of the event upon which the grievance is based. Grievances involving the termination of a nurse may be

filed directly at Step 3 of the grievance procedure. By agreement between the Hospital and ONA, such grievances may be advanced to any subsequent step in the grievance procedure.

Section 5. Insofar as is reasonably possible, Step 2 and 3 level grievances shall be processed during non-working hours; however, no nurse who is needed to provide testimony shall suffer a loss in compensation in order to attend a grievance Step meeting scheduled by the Hospital during her scheduled working hours. Neither the nurses who provide testimony, nor the local Grievance Chair, shall suffer a loss in compensation in order to attend grievance meetings during their respective scheduled working hours. The Union and the Hospital will work collaboratively to enable Union witnesses to participate in an arbitration hearing, consistent with the Hospital's patient care needs on the date of the arbitration hearing.

ARTICLE 8 SALARY

Section 1. The Employer intends to provide wage increases, either general and/or merit-based, to all employees inclusive of employees in the bargaining unit during the term of this Agreement. Bargaining unit employees will be eligible for the same general and/or merit-based wage increases as those given to all other Registered Nurses of Trinity Health System.

Nurses will be evaluated by Managers who had direct knowledge of the nurses' performance, based on measurable and objective criteria to the extent possible, and in consideration of the nurse's "Self-Evaluation." The individual nurse's "Self-Evaluation" and the Manager's evaluation will be in writing and use the "Performance Conversation Tool" attached to this Agreement as Appendix A. All ratings, other than "Meets Expectations," will be supported by comments and/or documentation from the evaluating Manager. If Trinity changes the evaluation documents, it will provide the Union with a copy of the new evaluation documents prior to their utilization.

Where practicable, the evaluating Manager will provide a copy of the evaluation to the nurse at least three (3) working days prior to the evaluation conference. Evaluation conferences will be scheduled at a mutually convenient date and time. At the evaluation conference, the Manager will discuss the evaluation with the nurse prior to the evaluation being issued. Should a nurse disagree with any element of the evaluation, he/she may request that the Manager change the evaluation in the evaluation conference. If the Manager is unwilling to change the evaluation, the nurse may request a meeting with a representative of Human Resources to discuss his/her concerns regarding the evaluation. If the nurse continues to believe the evaluation should be changed, the nurse may request a meeting with the Director of Human Resources for final review and consideration.

Section 2. (a) The Hospital shall pay a shift differential as set forth below:

Registered Nurse Shift Differential

Time	Amount
7:00p Monday - 7:00a Thursday	\$3.00

7:00p Friday - 12:00a Saturday	\$3.00
12:00a Saturday - 7:00a Saturday	\$5.00
7:00a Saturday - 7:00p Saturday	\$2.00
7:00p Saturday - 7:00a Sunday	\$5.00
7:00a Sunday - 7:00p Sunday	\$2.00
7:00p Sunday - 7:00a Monday	\$5.00

A nurse must work four (4) hours into a shift to be eligible for a shift differential.

(b) Nurses will be eligible for other differentials and incentive pay practices on the same basis as other Trinity Registered Nurses.

Section 3. The Clinical Manager will assign additional shift responsibilities equally amongst the staff for each shift. If a nurse is required to assume additional shift responsibilities, as described below, the nurse will receive an additional shift responsibilities differential (which is currently \$2.00 per hour) for every hour worked performing additional shift responsibilities.

Additional shift responsibilities may include: code beeper, Pyxis discrepancies, equipment temperatures, narcotic counts, crash cart checks, quality controls, medication profiles, and FIM reports.

Section 4. Should an Educator position be assigned on a unit, the assigned nurse will receive additional compensation on the same basis as other Trinity nurses who have been assigned to work as an Educator (currently \$3.00/hour).

ARTICLE 9 RELIEF NURSE

Section 1. Relief nurses who are scheduled to work any shift shall be given a minimum of two (2) hours' notice in advance of the commencement of the shift they are scheduled to work if they are not to report. If timely notice is not given, and the relief nurse reports to work at the beginning of her scheduled shift, the Hospital shall give the relief nurse the opportunity to work the eight (8) hour shift on at least one (1) nursing unit. The relief nurse may accept or reject the assignment, and if she rejects it, the Hospital shall have no further obligation to her.

Section 2. Subject to satisfaction of the requirements of this Section, any regular full-time nurse and any regular part-time nurse, in the Hospital's employment on and after January 1, 1982, shall be eligible, if such nurse's employment is terminated and she is thereafter employed by the Hospital as a relief nurse, to commence relief work the hourly rate specified in Section 1 of this Article.

To be eligible for the applicable rate, the nurse must commence relief work, if offered by the Hospital, within thirty (30) days after the date of the termination of her status as a regular full-time or regular part-time nurse. If relief work is not offered by the Hospital within such thirty (30) day period, the nurse shall remain eligible for the applicable rate for consecutive thirty (30) day periods, the eligibility to end during the earliest of the consecutive thirty (30) day periods during which an offer for relief employment is made.

If a nurse desires to establish eligibility prior to termination of her regular full-time or regular part-time status, a relief nurse assignment will be made available to her by the Hospital upon request.

Section 3. Each relief nurse shall have the opportunity to furnish the Hospital either by telephone or on forms provided by the Hospital, information relating to the nurse's availability for relief at least two weeks prior to the time that schedules are due to be posted under Section 2 of this Article.

ARTICLE 10 HOURS

Section 1. The normal work week shall be thirty-six (36) hours worked in three (3) twelve (12) hour shifts during the period starting at 7:00 a.m. on Sunday and ending at 6:59a.m. the following Sunday. The pattern of scheduling and assigning work, including overtime, shift rotation, weekend rotation, and holiday rotation will be determined by the Hospital in accordance with current practice, including the giving of due consideration to the limited availability of certain nurses, except that variation there from, including normal work shift, may be made by the Hospital in order to meet operational needs and changes. A flexible schedule nurse, who works six (6) regularly-scheduled, twelve- (12-) hour shifts in a two (2) week pay period shall be considered a regular full-time nurse for all seniority and benefit purposes. The twelve- (12-) hour nurse receives seventy-two (72) hours pay, and the nurse may request an opportunity to work an additional four (4) hours per week at the straight time rate of pay, and the Hospital will try to find four (4) hours per week of work in that same pay period. Such nurse will make the request as the schedule is being prepared.

Section 2. Normal work shifts shall be:

Day shift 7:00 a.m. to 7:30 p.m.
Night shift 7:00 p.m. to 7:30 a.m.

Section 3. The Hospital will seek to post an eight (8) week schedule at least three (3) weeks in advance of the first day of the schedule, and if it is unable to do so the supervisor will notify affected employees in person or via electronic means. Deviations from the posted schedules may be made by the Hospital in order to meet its operational needs or changes. The Hospital shall give, first verbal notification, and then written notification, of any such changes to nurses affected as far in advance as circumstances allow.

The Hospital shall be permitted to cancel work in four (4) hour increments, if necessary.

Section 4. It is the Hospital's intent that a nurse receives a thirty (30) minute unpaid lunch period on each shift. Nurses will be allowed thirty (30) minutes for a scheduled lunch period on each shift worked. If practicable, the lunch period will be scheduled within six (6) hours of the beginning of the nurse's shift. The lunch period is unpaid. If a nurse believes she will not be able to take a lunch period during a shift, the nurse must so notify the Clinical Manager or supervisor no later than four (4) hours after the shift started. The Clinical Manager or supervisor will endeavor to enable the nurse to have a lunch period no later than the eighth (8th) hour of the shift. If the nurse is unable to take a lunch period the nurse will be paid for time actually worked at the applicable rate of pay. The Hospital shall attempt to schedule day shift employees for lunch breaks during regular Cafeteria hours.

Section 5. When the number of hours actually worked during a shift is affected by a change, to or from Daylight Savings Time, nurses shall be paid, at applicable rate, for hours actually worked. A nurse whose work shift was limited to eleven (11) hours, may elect to use one (1) hour of earned (already accrued) accrued time, in order to provide her with compensation she would have received if she had worked

twelve (12) hours. Such election is not effective unless such nurse notifies her Department Head of her election no later than 3:00 p.m. of the next day.

Section 6. All nurses shall be allowed two (2) fifteen-minute (15) rest periods during each shift worked. Nurses working twelve- (12) hour shifts shall be allowed three (3) fifteen (15) minute rest periods during each such shift worked.

Section 7. The Hospital shall schedule regular full-time nurses and regular part-time nurses to be off work at least every other weekend, except where the nurse has requested and been granted other days off during the week in which a weekend off would have fallen

or except when the nurse otherwise agrees to forego a weekend off. If the Hospital determines not all scheduled weekend staffing is required by the Hospital, at or any time after the making of a unit's work schedule, then the Hospital shall offer nurses an opportunity to take weekend shifts off, in order to reduce the overstaffing. The offer will be made in order of seniority. After such offers have been made, the Hospital may then resort to the cancellation procedure set forth in this Agreement, to reduce the remaining overstaff.

Should a nurse fail to work on a scheduled weekend shift(s) for any reason, (unless the nurse is hospitalized or unless the nurse voluntarily takes a weekend shift off at the Hospital's request), the Hospital may assign the nurse to work on a future unscheduled weekend shift(s) within eight (8) weeks of the missed weekend shift(s).

Section 8. With the Agreement of ONA and affected nurses, the Hospital may establish new alternative starting times for specific positions on particular units.

Section 9. The Hospital will not schedule a full-time nurse to work an excessive number of off tour shifts, unless operational needs and proper utilization of the available nursing resources require it to do so.

Section 10. If the Hospital creates a steady off tour shift, it will offer said steady shift to qualified volunteers.

If the Hospital creates a new steady shift, which will remain effective for longer than six (6) months, on a patient care unit, it will offer said steady shift to the most senior nurse (based upon Hospital-wide seniority of the nurses who work on the affected care unit), if she is qualified.

(a) If a nurse requests creation of a steady off tour shift, the Hospital will make a good faith effort to evaluate that request, and, if, in the Hospital's discretion, the requested shift can be created, without objection of nurses on the affected unit, the Hospital shall create that shift and offer it to the requesting nurse. Such steady off tour shift shall continue to exist only so long as the Hospital determines that it is desirable and convenient.

Section 11. Any nurses required to do Quality Assessment or other Hospital assigned duties, shall be given reasonable time on duty to complete such work.

Section 12. Schedules posted under this Article 10, Section 3, shall be complete except for relief which has not been obtained by the time that schedules are due to be posted. In the event the census drops on a unit or units during the posting period, the Hospital may notify relief nurses not to report. subject to the terms of Article 9, Section 1.

Section 13. Nurses on each patient care unit will decide by majority vote whether floating needs are filled based on 1) seniority within the care unit, or 2) an equitable rotation among the nurses on the affected unit. Regardless of which method is chosen, the Hospital shall not be required to float a nurse who has been assigned additional shift responsibilities. Nurses on each care unit shall make recommendations, consistent with the needs of patient care, the availability of relief and the overtime and weekend staffing provisions of this Agreement as to the unit's preference for scheduling goals which include either (1) longer periods of consecutive working days and longer periods of time off or (2) shorter periods of consecutive days worked and shorter periods of time off. They may also recommend other relevant scheduling concerns. The Clinical Manager or Supervisor, assisted by nurses on the unit, shall attempt to devise a schedule collectively meeting the desires of nurses on the unit, and if such a schedule is practical, it shall be implemented as soon as is reasonable.

Section 14. The Hospital agrees to maintain on patient care units a sufficient number of qualified registered nurses at all times to provide care to patients. Registered nurse and ancillary staffing shall be sufficient to enable registered nurses to make written care plans for each patient, to work within the established job descriptions for bargaining unit classifications, and to eliminate the need to float nurses to areas of the Hospital where the nurses will be expected to carry out patient care activities unrelated to their normal duties, except in exceptional circumstances and then only when the nurse is qualified.

Any dispute arising under this Article shall be referred to the Advisory Committee mentioned in Article 22 of this Agreement. In determining if staffing levels are adequate, there may be taken into consideration census in patient units, patient acuity, availability of qualified personnel, and all other relevant facts and circumstances.

If the Advisory Committee is unable to resolve the dispute, the matter may be processed through the grievance procedure as provided for herein commencing at Step 2.

Section 15.

(a) During the process of preparing a work schedule, and before such schedule is posted, the Hospital will observe a scheduling preference, whereunder, relief nurses shall not be called and offered available unfilled shifts, unless and until the Hospital has first offered said shifts to full-time nurses who would otherwise be scheduled to work less than seventy-two (72) hours in a pay period, and second, then offered remaining unfilled shifts to regular part-time nurses who would otherwise be scheduled to work less than seventy-two (72) hours in a pay period.

(b) The scheduling preference in a Clinical Practice Area during time of layoff shall be as follows:

1. Full-time Nurses who would otherwise be scheduled to work less than seventy-two (72) hours in a pay period will be offered the unfilled shifts.
2. Then any remaining unfilled shifts will be offered to laid-off nurses on the Temporary Recall list in order of seniority.
3. Further remaining unfilled shifts will be offered to regular part-time nurses who would otherwise be scheduled to work less than 72 hours in a pay period.
4. Any remaining unfilled shifts may then be offered to Relief Nurses.

(c) The Hospital will be deemed to have made the "offer" of such shifts, if:

1. The Clinical Manager or Supervisor posts a Notice, in the form of Exhibit A, which is attached hereto and incorporated herein by reference; and,

2. Such Notice shall remain posted, in the same location used for posting of schedules; and,
3. Such Notice shall remain posted for a period of not less than seven (7) days before the Clinical Manager completes the schedule; and,
4. The Clinical Manager communicates, by phone or in person, with each nurse who properly requested a preference in writing on said Notice.

After a schedule is posted, no such preference occurs.

ARTICLE 11 OVERTIME

Section 1. Nurses shall be paid one and one-half (1-1/2) times the regular straight-time rate of pay (without increase for shift differential, temporary supervisory service, charge nurse premium and the like) for all hours authorized by the Hospital which are worked in excess of forty (40) in a workweek.

A nurse may waive the right to an otherwise applicable one and one-half (1-1/2) rate of pay, if said nurse, for personal convenience, trades scheduled shifts, by trading said nurse's shift(s) or by trading shift(s) with another nurse; provided however, that in no event shall said nurse waive the Federal Fair Labor Standards Act requirement for one and one-half (1-1/2) rate for working more than forty (40) hours in a workweek. If, and only if, such overtime hours are actually worked on a holiday, the overtime rate of pay shall be two (2) times the regular straight time rate of pay, (without increase for shift differential, temporary supervisory service, charge nurse premium, and the like).

Section 2. For the purposes of computing overtime, credit shall be given only for hours actually worked by the nurse, and under no circumstances shall there be any pyramiding of overtime credits.

Section 3. A nurse shall have the right to refuse mandatory overtime, except for the duration of emergency situations. In an emergency situation, a nurse will not be required to work mandatory overtime in excess of four (4) hours on a given day, unless all other available resources, including relief and voluntary overtime, have been exhausted for coverage. When the Hospital determines that unscheduled overtime is necessary, the Hospital shall offer the unscheduled overtime work first to the most senior qualified nurse then present on the unit where such unscheduled overtime work is needed. If such nurse rejects such overtime work, the Hospital shall offer such work successively to the other such nurses in order of seniority. If a sufficient number of nurses do not voluntarily accept the unscheduled overtime work, the Hospital may assign such work to the least senior qualified nurse then present on the unit.

Once a nurse works such assigned unscheduled overtime in excess of four (4) hours on a given day, she will not be required to do so again, unless all available nurses, present on the unit when such overtime work is needed, have worked unscheduled overtime in excess of four (4) hours on a given day.

Section 4. If a nurse works a double shift, she shall receive overtime for the second shift and she shall not be scheduled or otherwise be required to work for at least sixteen (16) hours following the completion of the second shift, unless the nurse agrees otherwise, in which case she shall be paid one and one-half (1-1/2) times the regular rate of pay. If a nurse is regularly scheduled for work the day following completion of a double shift and elects not to work the scheduled shift, she shall have the option of taking either an unpaid day or using a day of accrued time.

If a twelve (12) hour flexible schedule nurse works unscheduled overtime, and then is required by the Hospital to return to work a regularly scheduled shift within less than twelve (12) hours of completion of such overtime, such nurse shall receive the applicable overtime rate of pay for such unscheduled overtime hours worked. In addition, she shall receive, for the first hours worked on the shift to which she returns, the applicable overtime rate of pay for a number of hours equal to the number of unscheduled overtime hours worked following the previous shift.

ARTICLE 12 HOLIDAYS, VACATIONS, SHORT-TERM SICK LEAVE AND SICKNESS AND ACCIDENT BENEFIT PLAN

Section 1. During the term of this Agreement, the Hospital shall not reduce the number of benefit days of the Accrued Time Plan which eligible nurses are entitled to receive, and shall not administer the Accrued Time Plan in such a manner as to discriminate against nurses as a group.

Section 2. The benefits of the Accrued Time Plan are as follows:

This is a unique program devised to afford each eligible employee subject to the Hospital's staffing requirements, virtually complete freedom in establishing her vacation and holiday program. For example, during her first year of employment, a full-time nurse may be absent for twenty-two (22) working days for any authorized purpose and receive full pay. PDO rate shall be determined based on the number of hours worked in a pay period. The rate of accrual increases according to the accrual schedule noted below and effective on the nurse's Anniversary Date.

Effective January 1, 2018, the rates of accrual shall be:

<u>Years of Employment</u>		<u>Maximum Number PDO</u>	
<u>At Least</u>	<u>But Less Than</u>	<u>Days/Hours</u>	<u>Rate</u>
0	3	23/185	.0885
3	6	25/200	.0962
6	9	27/216	.1039
9	12	29/232	.1116
12	15	31/248	.1193
15	or more	33/264	.1270

Accrued time provides for days off with pay on holidays, during short-term absences due to illness or injuries, during vacation periods, and personal days.

The use of an available personal day (three (3) per contract year) as a holiday will not be refused to a regular full-time or regular part-time nurse, if the following conditions are met:

1. The request must be made at least fourteen (14) days but not more than forty-five (45) days in advance.
2. Weekends and the day of, before and after the first eight (8) Hospital-recognized holidays may not be selected.
3. Personal day requests will be granted in the order received without consideration of seniority. No more than one (1) nurse will be granted a personal day off from each, or any, work area within a twenty-four (24) hour period.

Personal day requests, for use of personal days for CNE or for Professional Association functions, will be granted or denied not later than thirty (30) days prior to the requested personal day, if such request is made at least forty (40) days prior to the requested personal day.

All other personal day requests will be granted or denied within five (5) days after schedules are posted which include the requested personal day.

For the purposes of this Section of this Agreement only, “work area” shall be defined as any one of the following: Skilled Care Nursing, Mental Health, and Rehabilitation. However, the Hospital may allow more than one (1) nurse off if, in the Hospital’s discretion, such action shall not result in less than adequate staffing in that particular work area.

At the end of the accrual year, a nurse will be paid for any accrued days earned but not used.

Section 3. Holidays. The holidays for which accrued time may be used are:

New Year’s Day	July 4 th	Christmas Day
Good Friday	Labor Day	
Memorial Day	Thanksgiving	

Good Friday, Memorial Day, July 4th, Labor Day and Thanksgiving Day encompass the following shifts:

11:00 p.m. (night before holiday) to 7:30 a.m. day of holiday

7:00 a.m.-3:30 p.m. day of holiday

3:00 p.m.-11:30 p.m. day of holiday

11:00 p.m. day of holiday to 7:30 a.m. after holiday

Christmas and New Year's Day encompass the following shifts:

3:00 p.m.-11:30 p.m. (afternoon shift before the holiday)
December 24th and December 31st.

11:00 p.m. (night before the holiday) to 7:30 a.m. day of holiday.

7:00 a.m.-3:30 p.m. day of holiday

3:00 p.m.-11:30 p.m. day of holiday

11:00 p.m. (day of holiday) to 7:30 a.m. after holiday.

The Memorial Day observance will follow Federal guidelines which make its observance on the last Monday in May.

Holidays will be observed on the day on which they actually occur. Only at the nurses' request may a nurse be scheduled an additional workday to make up for a holiday off; provided, however, that the nurse's request does not obligate the Hospital to offer such additional work day.

All nurses (full-time, regular part-time and relief) will be paid time and one-half (1.5) their regular rate of pay, exclusive of all premiums, for hours worked on the Hospital-recognized holidays listed above.

Employees who do not work the holiday may choose whether to use a PDO. In some instances the employee may be short one day if they choose not to use a PDO, therefore, particular attention should be paid to their full schedule for the pay period. The combination of work time and Paid Days Off must not exceed the employee's full-time equivalent.

The nature of Hospital work makes it obviously impossible for all eligible nurses to be off work on any one of the first eight (8) recognized holidays. Holidays will be rotated as equitably as possible.

Holiday work assignments will be made in accordance with the following, with full-time and regular part-time nurses assigned to holiday Groups.

<u>Group A</u>	<u>Group B</u>
New Year's Day Independence Day Christmas Day Memorial Day	Thanksgiving Day Christmas Eve New Year's Eve Labor Day Good Friday

If the Hospital determines that not all scheduled holiday staffing is required by the Hospital, at or any time after the making of a unit's work schedule, then the Hospital shall offer nurses an opportunity to take holiday shifts off, in order to reduce the overstaffing. The offers will be made in order of seniority, on a rotating basis every two years commencing January 2, 2012. In the event the most senior nurse chooses not to take the opportunity, she remains on the rotation list and would be the first to be offered the next opportunity. After such offers have been made, the Hospital may then resort to the cancellation procedure set forth in this Agreement to reduce the remaining overstaffing.

Holiday work assignments will rotate between groups annually. Newly employed full-time and regular part-time nurses will be assigned to one of the above groups.

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

- (a) Group nurses scheduled to work on a holiday which falls on a weekend shall be required to do so, even if the Group nurse would otherwise be scheduled off on that weekend.
- (b) Group nurses scheduled to work on a particular holiday who request a vacation period covering the holiday must provide the Hospital with a written agreement signed by a qualified bargaining unit nurse to work on the holiday in question, which work shall not require the payment of overtime, at least two (2) months in advance of the holiday.
- (c) Should a Group nurse scheduled to work a particular holiday be on leave of absence or otherwise absent from work on the holiday, the Hospital shall have the right to assign the least senior qualified nurse from the same nursing unit in the other Group, and require her to exchange holiday work with the absent nurse, unless the absent nurse has made prior arrangements, acceptable to the Hospital, for the performance of the required holiday work.
- (d) Should a full-time or regular part-time nurse transfer to a different nursing unit or shift assignment, she shall be assigned to the weekend and holiday Group to which her predecessor in the position was assigned.

(e) Full-time and regular part-time nurses may be permitted to exchange holidays, provided that both are qualified to perform the work involved, that no overtime pay shall be required, and that the request be submitted in writing to the Clinical Manager or designee for approval at least seven (7) days before the first holiday involved.

(f) The Hospital reserves the right to require any Group nurse to work on any holiday upon which she was scheduled off, if the Hospital pays said nurse at the rate of two (2) times the regular hourly rate of pay for hours worked on such holiday.

(g) If a nurse wishes to use a vacation day to take time off on a scheduled holiday she shall use the vacation request procedure appearing in this Article 12, Section 10 (c) below.

Any such request pending, under Section 10(c) before twenty-four (24) hours prior to the beginning of the holiday shift, shall be given priority, and, if granted, shall be granted before consideration of scheduled holiday time off for nurses who have not so submitted such requests.

Holiday time off, requested by a nurse or offered by the Hospital, within twenty four (24) hours prior to the beginning of a holiday shift shall, then, be considered, and, if approved or offered, such action shall be taken based upon Hospital seniority among the nurses on the affected patient care unit.

If the Hospital offers such holiday time off within such twenty-four (24) hour period, the Hospital will be deemed to have complied with the seniority requirement of this Section (g), if:

(a) For nurses on the Hospital premises, the offer is made in a single verbal communication directly to the appropriate nurse; or,

(b) For nurses not on the premises, the offer is made by one (1) and only one (1), attempt to contact the appropriate nurse at her home, by phone call.

(c) A flexible schedule nurse may be offered eight (8) hour shifts in lieu of the flexible schedule shift for Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day.

Section 4. Short-Term Sick Leave. The Accrued Time Program provides for pay during short-term absences due to illness or injuries. During each such period of absence, one (1) day of accrued time is deducted for each of the first seven (7) scheduled working days. A nurse who reports off on account of illness or injury will notify the Hospital, at the time she reports off, of the nature of her disability and the expected duration of her absence. The nurse shall give the Hospital not less than sixteen (16) hours' notice of her availability to return to work. The Hospital agrees, after receiving such notice, not to telephone the nurse at home regarding an earlier time of availability.

After this period (fourteen (14) calendar days), the Sickness and Accident Benefit Plan becomes effective for eligible nurses.

After the Hospital provides an eligible nurse with sick leave papers during a particular period of illness, the Hospital shall provide all subsequent sick papers to said nurse during such illness on the first Monday after the pay period during which her continued absence due to such illness occurs.

Section 5. Vacations. Accrued time not used for holidays or short-term sick leave may be taken as a vacation period at any time during the year as long as the selected time is approved by the Clinical Manager.

Section 6. Pay for Unused Accrued Time. Annually on the employee's anniversary date, he/she will be paid out up to eighty (80) hours of unused accrued time and shall carry forward up to one hundred twenty (120) hours of unused time.

Accrued time pay will be calculated at the nurse's regular rate of pay as of the date upon which the accrued time was earned. Upon termination of Hospital employment, a nurse will be paid for any accrued time which has been earned but not used if the nurse's probationary period has been completed. A nurse who terminates prior to completion of her probationary period will not be paid for accrued time.

Time will not accrue while the nurse is receiving benefits from the Sickness and Accident Benefit Plan nor during any pay period in which the nurse is absent more than fifty percent (50%) of the working days or is on an authorized leave of absence.

Accrued time which is earned during the probationary period may not be used until the nurse becomes a permanent employee.

A nurse who has completed her probationary will be permitted to take up to forty (40) hours accrued time in advance of the time it is earned. If a nurse terminates prior to the time such advance is repaid, the hours owed will be deducted from her final check.

All days off will be charged against the accrued time benefit; provided however, that if a nurse is asked by the Hospital to take time off voluntarily, she will not be required to use accrued time to cover the hours that were not worked.

Section 7. Beginning on the first day of the month following thirty (30) days of employment, regular full-time nurses shall continue to be eligible for the number of benefits weeks hereafter specified and the Hospital's Short Term Disability Plan, which shall be administered as follows:

This Plan provides that after a waiting period of fourteen (14) calendar days, eligible employees who are absent from work due to sickness (including complications of pregnancy or illness during pregnancy) or an accident will receive payment equal to sixty percent (60%) (with a maximum of one thousand dollars (\$1,000)) of their rate of pay for up to the length of time specified in the table below. The first seven (7) working days or seven (7) calendar days are covered by the previously explained Accrued Time Program.

Regular full-time nurses with at least one (1) year of continuous full-time service shall continue to be eligible for the number of benefit weeks hereafter specified under the Hospital's Sickness and Accident Benefit Plan, which shall be administered as follows:

Permanent full-time employees with at least one (1) year of continuous full-time employment with the Hospital are eligible for the benefits of the Sickness and Accident Benefit Plan. This Plan provides that after a waiting period of seven (7) calendar days, eligible employees who are absent from work due to sickness (including complications of pregnancy or illness during pregnancy) or an accident will receive payment equal to two thirds (2/3) of their rate of pay for up to the length of time specified in the table below. The first seven (7) calendar days are covered by the previously explained Accrued Time Program.)

A physician's certificate will be required as evidence of eligibility for this Plan. Sickness and accident benefits will not be paid to employees disabled due to:

- (a) Committing unlawful acts.
- (b) Fighting, wrestling, scuffling, or injuries received in any brawl, unless such incidents were due to acts of self-defense.
- (c) Attempting to bring about the injury, illness or disability of another person.
- (d) Intentionally self-inflicted bodily injury or any attempt at suicide.
- (e) Being engaged in some other business or occupation for profit.

Employees will be further disqualified from receiving benefits under the Plan if they fail to submit to physical examinations as may be required, become engaged in any business or gainful occupation, or are imprisoned. The physical examinations which the Hospital may require shall be made at the Hospital's expense by a physician mutually acceptable to the nurse and the Hospital.

Number of Years Full-Time Employment Completed		Benefit Weeks Allowed Per Year
At least	But Less Than	
0	1	0
1	2	7
2	3	9
3	4	11
4	5	14

5	6	16
6	7	18
7	8	20
8	9	22
9 or more		26

The entire cost of this benefit plan is paid by the Hospital. The Hospital is a self-insurer with respect to sick pay benefits and Plan Benefits afforded under the terms of this Agreement. It reserves the right during the term of this Agreement to adopt rules and regulations for the administration of both Programs provided that such rules and regulations shall not increase the Plan waiting period, shall not reduce the length of time during which benefits are payable, shall not add disqualifying conditions, and shall not reduce the rate at which the benefits are payable.

The Hospital further reserves the right to fund the Plan with insurance, subject to the same proviso, in which event the funded Plan shall take the place of the Plan set forth in this Agreement.

Should any full-time nurse exhaust her number of benefit weeks allowed per year, that nurse shall not be eligible to re-qualify for paid benefits until such nurse returns to full time employment and works at least three (3) months from the date of such return.

All other provisions of this Article 12, Section 10, which are not consistent with the provisions of this Section shall apply to regular part-time nurse participation in the Sickness and Accident Benefit Plan.

Section 8. Under the Accrued Time Plan, each nurse who has completed her probationary period is permitted to take up to forty (40) hours accrued time in advance of the time it is earned. It is anticipated, therefore, that each nurse who has completed her probationary period will have accrued enough benefits for at least a two (2) week vacation during the calendar year. If a nurse's accrued time, when added to the permissible forty (40-) hour advance, is insufficient to enable her to have a two (2) week vacation during the calendar year, the Hospital agrees that she may nevertheless take the balance of time required for a two (2) week vacation, without pay, if she desires. Time requested is subject to the staffing needs of the nurse's unit and the request must be approved by her Department Head.

Section 9. Scheduling of Vacations. All vacation requests which are the subject of subsection (a) of this Section 10 shall be made starting September 1 of the calendar year preceding the calendar year in which the vacation is to be taken. All vacation requests which are the subject of subsection (b), (c), (d) and (e) of this section shall be made during the calendar year in which the vacation will be taken.

(a) Subject to subsection (e) of this Section, a single first round vacation request

for a maximum of two (2) one week (Monday to Sunday) vacations, to be taken at any time between January 1st to December 31st shall be made by a nurse in writing beginning September 1st.

Each nurse will be allowed to request two (2) one week vacations in order of seniority and will be given a designated 24 hour period to request such weeks. If the nurse in order of seniority, does not request her vacation in the designated 24 hour period she shall forfeit her right to her turn and will move to the bottom of the seniority list for first round requests. All nurses who have forfeited their turn in the first round will then have a single 24- hour period within which they all will request their vacation time in order of seniority, at the end of, but during, the first round. The Clinical Manager will supply each Unit with a seniority list and dates on a Vacation Schedule Calendar Form.

All round one vacation requests shall be completed in writing on the form, on or before October 12. The Hospital will grant first round vacation requests by October 22.

Beginning October 23, subject to subsection (e) of this section, a single second round vacation request for a maximum of two (2) one-week (Monday to Sunday) vacations, to be taken at any time between January 1' to December 31' shall occur. Each nurse will make these requests in order of seniority and will be given a designated 24-hour period to request such weeks. If the nurse in order of seniority does not request her vacation in the designated 24 hour period she shall forfeit her right to her turn and will move to the bottom of the seniority list for second round requests. All nurses who have forfeited their turn in the second round will then have a single 24- hour period within which they all will request their vacation time in order of seniority at the end of, but during, the second round.

The second round requests shall be completed in writing on the form on or before December 3. All round two vacation requests will be granted by the Hospital by December 10.

Beginning December 11th, subject to subsection (e) of this section, a single third round vacation request to allow a nurse to schedule any remaining vacation weeks, provided time is still available, shall occur. Each nurse will make these requests in order of seniority and will be given a designated 24- hour period to request such weeks. If the nurse in order of seniority does not request her vacation in the designated 24-hour period, she shall forfeit her right to her turn and will move the bottom of the seniority list for third round requests. All nurses who have forfeited their turn in the third round will then have a single 24-hour period within which they all will request their vacation time in order of seniority at the end of, but during, the third round.

The third round requests shall be completed in writing on the form on or before December 18. All round three vacation requests will be granted by the Hospital by December 28th The Clinical Manager will supply each Unit with a Seniority list and dates on a Vacation Schedule Calendar Form.

Canceled vacation weeks shall be posted to give nurses an opportunity to schedule vacations so long as there are no nurses currently on a leave of absence and so long as there are no vacant nursing positions. After the posting of canceled vacation weeks, any remaining vacation time shall be awarded by Hospital seniority.

(b) Any other request for vacations of five (5) or more consecutive days shall be made by a nurse in writing at least four (4) weeks in advance of the requested commencement date of the vacation. The Hospital shall approve or disapprove the request in writing within two (2) weeks of its receipt. Vacation requests will be returned to each nurse with whether the request was approved or denied. Vacation calendars will continue to be posted. Approvals will be granted in the order that relief satisfactory to the Hospital is obtained and not on the basis of seniority. In the event the Hospital fails to respond within time limits, the request shall be deemed approved.

(c) A nurse may request, in writing, days off for any purpose by use of available accrued time, and shall at the same time request the date by which the Hospital shall approve or disapprove the request. The Hospital shall approve or disapprove the request in writing by the date requested by the nurse. In the event the Hospital fails to respond within the time limits, the request shall be deemed approved. Nurses requesting days off may suggest relief to assist the Hospital in securing coverage. The request will be approved by the Hospital, if qualified relief can be obtained by the nurse requesting the time off five (5) or more working days prior to the commencement date of the requested time off. Once a request has been denied, all other contemporaneous and subsequent requests, made by the same nurse for the same day off, shall be conclusively presumed to be automatically denied, unless expressly granted by the Hospital; provided, however, if the Hospital decides to expressly grant any such subsequent request, the Hospital will notify the nurse of the express grant at least twenty-four (24) hours before 7:00 a.m. of the requested day, with the exception of an Article 12, Section 3(g) situation.

(d) While the Hospital will seek to accommodate nurses as to vacation dates, the right to schedule a nurse's vacation period is reserved by the Hospital in order to insure proper and adequate patient care. Requests for vacation period changes must be made by a nurse at least two (2) weeks prior to the beginning of the previously approved vacation period. The Hospital may reschedule a nurse's vacation period only for operational reasons, provided it notifies the nurse two (2) weeks in advance of the beginning of the nurse's previously approved vacation. In the event of such rescheduling, the Hospital agrees to make the nurse whole for any vacation expenses incurred, such as forfeited deposits or other non-refundable expenses. For purposes of this section, "operational reasons" refer only to those unplanned circumstances such as the death of a nurse, termination of a nurse, or an unexpected leave of absence, which results in an unsafe staffing situation.

(e) The Hospital's ability to grant vacation requests varies from patient care unit to patient care unit, depending on the size of the unit, leaves of absence, and other factors. The Hospital agrees, however, that vacation time may be scheduled for at least two (2) bargaining unit members on each patient care unit at the same time,

provided that qualified relief can be obtained either by the Hospital or by the nurse requesting the vacation time off.

(f) For purposes of Round 1 and Round 2 vacation scheduling under subsection (a) of this Section 10 only, each Regular Part-Time nurse's seniority will be reduced by 50%. Therefore, by way of example, a Regular Part-Time nurse with ten (10) years of seniority with a 50% reduction in seniority would have five (5) years of seniority for purposes of her Round 1 and Round 2 vacation scheduling requests.

ARTICLE 13 OTHER LEAVES OF ABSENCE

Section 1. During the term of this Agreement, regular full-time nurses and regular part time nurses shall be eligible for the following leaves of absences.

Paid Leaves of Absence: If requested by a nurse and arranged by her through her Department Head, a nurse shall be eligible for the following leaves of absence, with pay:

(a) **Absence Due to Death in Immediate Family (Regular Part-Time Nurses).** In the event of a death in the "immediate family" of a regular part-time nurse, she shall receive up to a maximum of three (3) twelve (12) hour shifts off without loss of pay. These three (3) twelve (12) hour shifts must occur within five (5) days of the deceased family member's funeral. Additional time off, without pay, may be granted by the nurse's Department Head as circumstances reasonably require. "Immediate Family" shall include the nurse's husband, wife, father, mother, step-parent, stepchild, son, daughter, brother, sister, father-in-law and mother-in-law and grandparents. The regular part-time nurse shall, upon request, furnish the Hospital with evidence of death of a relative and evidence of the nurse's relationship to the decedent.

(b) **Absence Due to Death in Immediate Family (Regular Full-Time Nurses).** In the event of the death of a regular full-time nurse's spouse, son, daughter, or parent, the regular full-time nurse shall receive up to a maximum of three (3) twelve (12) hour shifts off without loss of pay. These three (3) twelve (12) hour shifts must occur within five (5) days of the deceased family member's funeral. In the event of the death of a regular full-time nurse's step-parent, stepchild, mother-in-law, father-in-law, brother, sister, or grandparent, the regular full-time nurse shall receive up to a maximum of three (3) consecutive working days off without loss of pay. Additional time off, without pay, may be granted by the Hospital upon written application by the regular full-time nurse. One (1) of the consecutive paid working days off shall (if a working day) include the day of the funeral. Otherwise, the paid leave may be apportioned before or after the funeral as desired by the regular full-time nurse. The regular full-time nurse shall, upon request, furnish the Hospital with evidence of death of a relative, and evidence of the nurse's relationship to the decedent. "Step-parent" as used in paragraphs (a) and (b) means a person who occupies the position of parent by virtue of marriage to one's natural parent.

(c) **Jury Duty and Witness Duty:** A nurse who is summoned by a court for jury service or required to testify as a witness on behalf of the Hospital, shall be excused from work on the day she serves or testifies, as the case may be. A day shall be defined as the twenty-four (24) hour period beginning with the night shift prior to the day of service or testimony, as the case may be. Service, as used herein, includes required reporting for jury duty when summoned, whether or not required to actually serve. A nurse shall receive for each day of such service or such testimony on which she otherwise would have worked the difference between the amount of payment she receives for jury service or for a witness fee and the rate of pay applicable to her assigned shift. Time spent in court for jury service or such testimony shall be considered time worked for seniority and benefit accrual purposes.

Section 2. Paid leaves of absence will be granted only for regularly scheduled working days, and no nurse shall receive a paid leave of absence during her vacation or during any other period which she may be off duty for any other reason.

Section 3. Leaves of Absence Without Pay. All leaves of absence without pay granted to a nurse must be recommended by her Department Head and approved by the Personnel Director. The appropriate form for requesting a leave of absence without pay will be provided to a nurse, upon request, by her Department Head. The reasons for which leaves of absence without pay may be granted are:

(a) **Maternity.** Nurses shall be eligible upon request for a leave of absence on account of pregnancy, subject to the following conditions:

(i) Application for such leave must be made at least four (4) months before the anticipated delivery date, as certified by the nurse's physician.

(ii) A nurse shall be permitted to continue to work, with the written approval of her physician, for so long as she is able to satisfactorily perform the duties of her job.

(iii) The duration of maternity leave shall not exceed five (5) months, for a female nurse.

(iv) If the nurse's physician certifies that the nurse is unable to return to work at the expiration of her pregnancy leave, the nurse shall be eligible for extended sick leave upon the expiration of her pregnancy leave.

(b) **Personal.** If some personal circumstance should occur which is not covered by other leaves of absence, including professional activities, a nurse may request a personal leave of absence not to exceed two months.

(c) **Extended Sick Leave.** Nurses shall be eligible for extended sick leave (i) upon the expiration of short-term sick leave under the Accrued Time Program and exhaustion of benefits under the Sickness and Accident Benefit Plan; and (ii) upon the expiration of pregnancy leave. The duration of extended sick leave, when added to the duration of such prior leaves of absence, shall not exceed two (2) years.

Application for extended sick leave (and extensions of previously approved sick leaves) must be made prior to the expiration of the prior leave of absence and the need for such leave shall be supported by a written certificate, signed by the nurse's physician. The Hospital may require written recertification of continued need for such leave by the nurse's physician monthly.

Section 4. The granting of Educational and Personal Leaves of Absence without pay shall be discretionary with the Hospital and such leaves shall be granted under such circumstances as the Hospital may deem appropriate.

Section 5. Upon returning from any Leave of Absence of ninety (90) days or less in duration, or any leave of absence of ninety (90) days or less, covered by the Family Medical Leave Act as set out in Section 3 of this Article, the nurse shall be reinstated to the same job assignment which she formerly occupied. Upon returning from any Leave of Absence longer in duration than specified in the prior sentence, the Hospital will restore the nurse to the same job assignment if it is vacant. However, prior to filling the vacancy, the Hospital will give notice to the nurse on Leave of Absence, by letter sent by certified mail. Such returning nurse will retain her departmental seniority. If it is not vacant, the Hospital will make a reasonable effort to place the nurse in a comparable position. If a nurse does not report for work on the first scheduled working day following the end of an authorized leave of absence, or if the nurse accepts employment elsewhere during such a leave of absence, the nurse will be considered to have terminated her employment on the first day of her leave.

Section 6. Family Medical Leave. An employee, eligible under the Family Medical Leave Act (FMLA), is entitled to take up to twelve (12) weeks Family Medical Leave, during any twelve (12) month period (measured from the first day of a previous FMLA leave), in accordance with the provisions of the FMLA and regulations promulgated thereunder. A nurse on Family Medical Leave will continue to accrue seniority for all benefit purposes.

When the Human Resource Department is notified of a nurse who is requesting a leave of absence the Human Resource Department will forward FMLA forms to the nurse for completion within three (3) days of notification of the leave of absence. When the completed forms are returned by the nurse and her physician, the Human Resource Department shall respond to the nurse in writing stating all specifics regarding the granting or denial of the request. The Hospital shall, at all times, comply with the Family and Medical Leave Act.

Section 7. Military Leave. A nurse shall be granted military leave as required by State and Federal Law.

Transitional Work. A nurse with a temporary work-related or non-work related disability 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 disability. A nurse who has obtained clearance from her treating physician and the Medical Center's physician shall be eligible for consideration to participate in the program. A nurse in the transitional work program will maintain her regular rate of pay and benefits while in the program. At no time shall a nurse in the program displace or replace a part-time or full-time bargaining unit member. 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.

ARTICLE 14 HEALTH INSURANCE

Section 1. The Hospital will continue to make available to nurses desiring to participate in its Group Health Insurance on the following basis:

(a) Regular Full-Time Nurses. During the term of this Agreement, the Hospital shall pay no less than seventy-five percent (75%) of the prevailing monthly premium costs for health insurance.

(b) Regular Part-Time and PRN (Relief) Nurses. During the term of this Agreement, the Hospital shall pay no less than fifty percent (50%) of the prevailing monthly premium costs for individual coverage or, at the Regular Part-Time Nurse's option, family coverage. Consistent with the Affordable Care Act, PRN employees who work an average of 30 or more hours per week over the prior 12 month period (i.e. the "Standard Measurement Period"), are eligible to participate health benefit offerings of Medical and Prescription coverage.

Such employees, who elect coverage, will be eligible to continue to participate over the subsequent twelve (12) months (i.e., the "Stability Period") under the designated ACA premium.

Family Plan coverage will be provided consistent with federal, state, and local laws.

Section 2. During the term of this Agreement, the Hospital agrees to make available a Prescription Drug Program providing single and family coverage, as a provided element within the Hospital's group health plan.

Section 3. During the term of this Agreement, the Hospital agrees to make available a Vision Care Program providing single and family coverage, as a provided element within the Hospital's group health plan.

Section 4. The Hospital reserves the right to substitute Plans for any of the Plans described in this Article, which substituted Plans provide substantially identical benefits. Should any other such plans be instituted, the Hospital will provide the ONA with a copy of the proposed Plan at least thirty (30) calendar days prior to the date of implementation.

Section 5. The Hospital agrees to maintain its present Major Medical Group Insurance with a lifetime limit of one million dollars (\$1,000,000) and to maintain Health U.C.R. coverage.

Section 6. The Hospital agrees to make available a Dental Program, providing single and family coverage as a provided element within the Hospital's group health plan.

ARTICLE 15 LIFE INSURANCE

Section 1. The Hospital shall continue in effect its present Group Life and Accidental Death and Dismemberment Insurance Plan for regular full-time nurses.

- i. The Hospital shall pay one hundred percent (100%) of the applicable premium charges for all participating regular full-time nurses.
- ii. The face amount of coverage for each participating regular full-time nurse, before retirement, shall be in the amount of two (2) times the nurse's annual salary, up to a maximum of five hundred thousand dollars (\$500,000).
- iii. The face amount of coverage for each participating regular part-time nurse, before retirement, shall be in the amount of five thousand dollars (\$5,000.00).

Relief nurses may participate in the Program at their own expense.

Section 2. Regular full-time nurses shall be considered eligible for coverage at the commencement of the first full monthly premium period which follows completion of the nurse's probationary period.

Section 3. In the event the Hospital changes insurance carriers and substitutes master policies and individual certificates issued thereunder, the Hospital shall present ONA with a copy of the proposed Insurance Plan at least thirty (30) calendar days prior to the change. Any change in insurance carriers shall not reduce the present level of benefits or eligibility requirements for the benefits as provided in this Article.

ARTICLE 16 OTHER BENEFIT PROGRAMS

Section 1. Regular full-time nurses (and regular part-time nurses where expressly indicated) shall be eligible to participate in and to receive benefits from the following Plans and Programs now maintained by the Hospital:

- i. Tax-Sheltered Annuity Program (regular part-time nurses are also eligible).
- ii. Retirement Income Plan (nurses other than regular full-time may be eligible).
- iii. Savings Bonds (regular part-time nurses are also eligible).

Section 2. Tuition Refund Program. The Hospital encourages employees to participate in educational programs related to their present work or promotional opportunities. The Tuition Refund Program provides financial assistance to full-time or regular part-time employees who pursue courses of study in institutions of higher learning, vocational or technical institutes, or business schools.

All full-time and part-time employees (.8 FTE and above) are eligible for reimbursement equal to one hundred percent (100%) of expenses incurred to a maximum of two thousand five hundred dollars (\$2,500) per calendar year for tuition, registration, and laboratory and library fees for approved courses of study which are satisfactorily completed. All part-time employees (.4-.7 FTE) are eligible for reimbursement equal to fifty percent (50%) of expenses incurred to a maximum of fourteen hundred dollars (\$1,400) per calendar year for tuition, registration, and laboratory and library fees for approved courses of study which are satisfactorily completed. Although eligibility begins upon full-time or regular part-time employment, reimbursement will not be made until completion of one year of continuous full-time or regular part-time service. The Hospital agrees to approve all required course work, including electives, for nurses enrolled in programs leading to a degree in nursing from accredited schools.

Applications for the Tuition Refund Program are available in the Human Resources Office. In order to be eligible for reimbursement, approval must be granted prior to commencing the period of study. Reimbursement will be paid within two (2) weeks after the nurse's receipt for applicable expenses incurred and a notice of satisfactory completion of courses (i.e., grade sheet) has been received in the Human Resources Office.

ARTICLE 17 PENSION

Effective June 1, 2014, all benefits earned under the Retirement Income Plan for Employees of Trinity East — ONA Employees were frozen and participants shall not earn additional benefits in the plan with service beyond that date. All Benefits earned prior to June 1, 2014, were immediately vested for all participants who were actively employed on that date.

Participants having five (5) or more years of vesting service and whose age plus years of vesting service equal fifty-five (55) or more on June 1, 2014, had their frozen accrued benefit increased by five percent (5%) per year for five (5) consecutive years beginning in 2014 provided they remain employed on June 1 of each subsequent consecutive year.

The Hospital will continue to provide a 401(k) plan to eligible employees.

ARTICLE 18 SENIORITY

Section 1. Seniority is the right of a regular full-time and a regular part-time nurse to continue in the employment of the Hospital and to exercise job rights under the terms and conditions of this Agreement. Seniority is defined as the length of time a nurse has been continuously employed by the Hospital:

(a) With respect to nurses hired prior to January 1, 1979, from her last date of hire or the date of the nurse's registration in the State of Ohio, whichever comes later, and,

(b) With respect to nurses hired on and after January 1, 1979, from her last date of hire;

(c) With respect to any nurse hired within two (2) years after being laid off from Trinity West, from her last date of hire, with additional credit for the length of time such nurse had been continuously employed by Trinity West from her last date of hire at Trinity West;

Provided, in each instance that she has successfully completed her probationary period.

Section 2. Seniority shall be broken when a nurse:

- (a) Resigns;
- (b) Is terminated for cause;
- (c) Exceeds an approved leave of absence of twenty-four (24) months or less;
- (d) Is laid off for twenty-four (24) consecutive months.

Section 3.

(a) If a nurse transfers from the regular full-time to the regular part-time classification, or from the regular part-time to the regular full-time classification, she shall retain her accrued seniority.

(b) If a full-time or regular part-time nurse becomes a relief nurse (by terminating her employment and then, at the nurse's written request upon her termination, being placed on a relief list), she shall retain her accrued seniority, for all purposes, if and only if, such full-time nurse returns to full time status (by applying for such employment and being re-hired) and such regular part-time nurse returns to regular part-time status (by applying for such employment and being re-hired) within six (6) months of the date of becoming a relief nurse.

If such full-time nurse so returns to her former full-time status or such regular part-time nurse so returns to her former regular part-time status after more than six (6), but less than twelve (12) months of such transfer, she shall retain only the specific step on the wage scale that she occupied prior to the transfer. In that event, she shall retain no other accrued benefit or seniority.

The seniority and accrued benefits, preserved under this Section 3(b), shall not be preserved more than once in the lifetime of any given nurse.

While such nurse is employed as a relief nurse, all provisions of Article 9, Section 1 through 4 shall apply.

For such full-time nurse who so returns to full-time status or regular part time nurse who so returns to regular part-time status after the expiration of twelve (12) months, and for a nurse who has previously had the benefit of the preservation provided by this Section 3 (b), this Section 3 (b) shall no longer apply; but rather only the provisions of Article 9, Section 1 through 4, and other provisions appropriate to relief nurses shall apply.

Section 4.

(a) Vacancies in a job classification covered by this Agreement shall be posted for one (1) week in all units where work schedules are located, before being permanently filled on the basis of (a) ability to do the work and (b) seniority. When factor (a) is relatively equal, factor (b) shall be the governing factor. The term “ability” as used herein shall include physical capabilities, mental skills, education, general experience, experience within a division, efficiency and certification or licensing requirements. The Hospital shall determine the ability of a nurse to do the work. A transferred nurse shall be given a reasonable period of time within which to qualify in her new position. The notice shall state the unit, the rate of pay, qualifications required, time the bidding will close, and whether it is a full-time position or regular part-time position. Within ten (10) working days after the posting period has closed, the position shall be awarded to the most senior applicant, who in the Hospital’s sole opinion, possesses the skill, ability, and experience to perform the duties of the position. In the event she does not qualify, she shall be returned to her former position without loss of seniority. If, in the judgment of the Hospital, no nurse who bids has the ability to do the work required in the vacant position or no nurse applied, the Hospital may hire a new nurse to fill the position. A nurse who fills the position shall not be eligible to bid upon another vacancy for a period of six (6) months from the date of her filling of the presently existing vacancy.

(b) In the event that the Hospital, in its sole discretion, combines two (2) or more nursing units or Clinical Practice Areas without resorting to layoff, nurses in the affected units (or Clinical Practice Areas), will be offered and awarded available jobs on the newly-combined unit (or Clinical Practice Area) by seniority.

Those affected nurses for whom jobs are not then available in the newly combined unit (or Clinical Practice Area) may bid any other job vacancy posted under Subsection (a) of this Section 4.

An affected nurse who for whatever reason is not awarded a job during the Job Bidding and Awarding process described in Subsection (a) of this Section 4, may be assigned to any vacant Bargaining Unit job in the Hospital. Instead of accepting that assignment, such affected nurse may elect to exercise a bumping right (as described in Article 19, Section 9 as if she were a laid off nurse). Any nurse who is bumped under this subsection may, in turn, exercise a bumping right as if she were bumped under the provisions of Article 19, Section 9. If such affected nurse, both fails to accept the assignment and fails to exercise her bumping right, she shall be deemed to have resigned.

(c) Should a nurse be granted a position outside of the bargaining unit after the effective date of this Agreement, she shall continue to accrue seniority under this Agreement for a period of sixty (60) calendar days, during which time she may return to a classification covered by this Agreement, with all accrued seniority. Thereafter, her seniority shall be lost, and should she thereafter seek employment in a bargaining unit position, she be considered for all purposes under this Agreement as an applicant for employment. Nothing contained in this Article or

this Agreement shall prevent the Hospital from terminating any nurse employed in any category not covered by this Agreement during said sixty (60) day period and such termination shall not be subject to the grievance and arbitration provisions contained in this Agreement. In that case, any seniority which such nurse may have had under this Agreement shall be lost and she shall have no right to return to any classification covered by this Agreement.

Section 5. Openings in regular part-time and regular full-time bargaining unit positions shall be posted in all Hospital units for one (1) week before being permanently filled. Nurses who wish to be considered for such openings shall so indicate in writing to the Nursing Service Office by the end of the posting period. Such openings will be filled in accordance with the standards set forth in Section 4 (a) of this Article.

Section 6. The Hospital shall post for one (1) week the names of nurses awarded positions under Section 4 (a) and 5 of this Article. In the event a position is permanently eliminated, notice of such action shall be posted for one (1) week. The posting shall be made on a bulletin board in the hallway near the entrance to the Nursing Service Office.

Section 7. The Hospital shall prepare a seniority list for regular part-time and regular full time nurses based on years of continuous service with the Hospital. Seniority shall be calculated:

- (a) With respect to nurses hired prior to January 1, 1979, from the date of last hire or the date of the nurse's registration in the State of Ohio, whichever comes later; and,
- (b) With respect to nurses hired on and after January 1, 1979, from her date of last hire.

The seniority list, showing years of continuous service of each nurse, shall be furnished to the Local Unit once per year in January, and during the year on request of ONA. Such list will be revised periodically, but not less frequently than twice each calendar year. A nurse who feels her designated seniority is incorrect must make objection in writing to the Hospital within two (2) weeks after the list is made available for inspection or, in the case of a nurse who is on vacation or leave of absence, within two (2) weeks after her return to work. The Hospital shall respond to the objection by a nurse within two (2) weeks. Otherwise, she shall be bound by the information on the list and shall not thereafter be permitted to challenge her seniority as shown thereon.

ONA may post the seniority list upon the ONA bulletin board.

Section 8. A nurse's years of continuous service shall be measured:

- (i) with respect to nurses hired prior to January 1, 1979, from her last date of hire or the date of her registration in Ohio, whichever is later; and,
- (ii) with respect to nurses hired on and after January 1, 1979, from her date of last hire.

Continuous service shall be broken when a nurse:

- (a) Resigns;
- (b) Is terminated for cause;
- (c) Exceeds an approved leave of absence of twenty-four (24) months or less; and,
- (d) Is laid off for twenty-four (24) consecutive months.

Provided, however, that the provisions of this Section shall not be applied retroactively to any nurse employed by the Hospital on the effective date of this Agreement to adversely affect her rate schedule as of the effective date of this Agreement.

ARTICLE 19 LAYOFF AND RECALL

Section 1. If the Hospital, in its discretion, determines that a general reduction in the Nursing Staff becomes necessary, or if the Hospital, in its discretion, determines that a reduction in Nursing Staff is necessary within a particular clinical practice area, layoffs shall occur in inverse order of Hospital seniority within each of the categories set forth below, beginning with the least senior nurse in Category (a) in each affected clinical practice area, and continuing through each category in alphabetical order within the affected clinical practice area, until the reduction has been accomplished:

- (a) Part-time probationary nurses;
- (b) Full-time probationary nurses;
- (c) Signed coverage nurses;
- (d) Regular part-time nurses employed continuously by the Hospital for fewer than four (4) years prior to the effective date of layoff;
- (e) Full-time nurses employed continuously by the Hospital for fewer than two (2) years prior to the effective date of the layoff;
- (f) Regular part-time nurses employed continuously by the Hospital for fewer than eight (8) years prior to the effective date of the layoff;
- (g) Full-time nurses employed continuously by the Hospital for fewer than four (4) years prior to the effective date of the layoff;
- (h) Regular part-time nurses employed continuously by the Hospital for fewer than twelve (12) years prior to the effective date of the layoff;
- (i) Full-time nurses employed continuously by the Hospital for fewer than six (6) years prior to the effective date of the layoff;
- (j) Regular part-time nurses employed continuously by the Hospital for fewer

than sixteen (16) years prior to the effective date of the layoff;

(k) Full-time nurses employed continuously by the Hospital for fewer than eight (8) years prior to the effective date of the layoff;

(l) Regular part-time nurses employed continuously by the Hospital for fewer than twenty (20) years prior to the effective date of the layoff;

(m) Full-time nurses employed continuously by the Hospital for fewer than ten (10) years prior to the effective date of the layoff;

(n) Regular part-time nurses employed continuously by the Hospital for fewer than twenty-four (24) years prior to the effective date of the layoff;

(o) Full-time nurses employed continuously by the Hospital for fewer than twelve (12) years prior to the effective date of the layoff;

(p) Twenty-eight (28) years prior to the effective date of the layoff;

(q) Full-time nurses employed continuously by the Hospital for fewer than fourteen (14) years prior to the effective date of the layoff;

(r) Regular part-time nurses employed continuously by the Hospital for fewer than thirty-two (32) years prior to the effective date of the layoff;

(s) Full-time nurses employed continuously by the Hospital for fewer than sixteen (16) years prior to the effective date of the layoff;

(t) All other regular part-time nurses in order of Hospital seniority;

(u) All other full-time nurses in order of Hospital seniority.

For the purposes of this Article, Skilled Care Nursing, Rehabilitation Nursing, and Mental Health Nursing, shall be deemed to be separate and distinct clinical practice areas. A current seniority list shall be available in each Clinical Practice Area affected by a layoff.

Section 2. Nurses having the same Hospital seniority date shall be laid off in inverse alphabetical order.

Section 3. Notice of layoff shall be in writing and shall be hand-delivered or mailed by ordinary United States mail to the affected nurse(s) at least twenty-four (24) hours prior to the effective time of layoff. The Hospital shall give ONA Notice of the layoff by facsimile transmission as soon as practicable. However, in no event shall such notice by facsimile transmission be given later than twenty-four (24) hours prior to the effective time of the layoff. The ONA staff representative and/or local Union chair will be permitted to be present in the Hospital premises on the day of the anticipated layoff.

The Hospital may substitute eighty (80) hours pay to the full-time nurse and forty (40) hours pay to the regular part-time nurse in lieu of notice to the nurse and ONA.

Section 4. Recalls from layoff, to a particular clinical practice area, shall occur in order of Hospital seniority in each category, beginning with the nurse who has the most Hospital seniority in category (u), and continuing through each category in inverse alphabetical order until the recall is complete.

Section 5. Nurses having the same Hospital seniority date shall be recalled in inverse alphabetical order.

Section 6. Notice of recall shall be by live telephone conversation, or, in the event that telephone notice fails, then, by certified mail to a nurse's last address on record in the Hospital's Human Resources Office.

Within five (5) days after receipt of the phone call, or within five (5) days (excluding Saturdays, Sundays and Holidays) after the receipt of the recall notice by certified mail, the recalled nurse shall report to work.

A nurse who fails to report to work within said one hundred twenty (120) hours of receipt of the recall notice shall be deemed to have resigned.

It shall be the duty of each nurse to furnish, in writing to the Human Resources Office of the Hospital, a mailing address and telephone number at which the nurse can be reached and to furnish, in writing, any change in that mailing address or telephone number.

Section 7. No new nurse shall be hired until all nurses on layoff status have been recalled, unless operational needs require otherwise.

Section 8. A nurse's Hospital seniority date shall not be changed as a result of layoff. Eligible nurses will have continued coverage for hospitalization and life insurance until the end of the current monthly premium period. Accrual of all other benefits shall be suspended as of the date the layoff commences, unless the nurse is temporarily recalled. Upon Temporary recall, the nurse will accrue all hours worked or paid for seniority and pension purposes, and she will accrue benefits under the Hospital's Accrued Time Program as if she were a Relief Nurse under the terms of Article 9, Section 6.

Section 9. The laid off nurse may bump the nurse with the least Hospital-wide seniority in any other clinical practice area, if the bumping nurse, in the sole opinion of the Hospital, has the present skill and ability to perform the duties required in the other clinical practice area, or the laid off nurse may bump any probationary nurse in any Clinical Practice Area.

The Hospital will familiarize the bumping nurse with equipment and procedures which are unique to the area into which she bumped.

The laid off nurse shall exercise the right to bump, if at all, within seventy-two (72) hours after he or she has received the Hospital's written notice of layoff. Upon the expiration of that seventy-two (72) hours, the laid off nurse shall forfeit the right to bump.

A nurse who has been bumped under the provisions of this Section 19 may, in turn, within seventy-two (72) hours after being bumped, exercise bumping rights under this Section.

The right to bump shall not be exercised more than once in a consecutive twelve (12) month period, unless the affected nurse is bumped by another nurse.

The manner in which a bumping nurse shall give the Hospital notice of her exercise of her bumping right shall be by her delivery to her head nurse of a written notice, setting forth the name of the Clinical Practice Area into which the nurse intends to bump.

Section 10. The Hospital agrees to provide legally required Notices to laid-off nurses regarding COBRA, Pension and Life Insurance Conversion rights.

Section 11. During layoff, the Hospital will provide benefits, due under the Tuition Refund Program of Article 16, Section 2, for courses approved and in progress prior to layoff.

Section 12. At the time of layoff the Hospital shall pay the laid-off nurse for unused accrued time which accumulated prior to layoff.

Section 13. Temporary Recall: During a time of layoff, a laid-off nurse may, within five (5) working days of receipt of the written layoff notice, make a written request to have her name placed on a Temporary Recall list for the Clinical Practice Area from which she was laid-off. During a period of layoff from a Clinical Practice Area, the Hospital shall, prior to offering available relief work to a Relief Nurse in the Clinical Practice Area, call the most senior nurse on the Temporary Recall list for that Clinical Practice Area and offer her available shifts of Relief work on that Clinical Practice Area. If she declines the work or the Hospital is unable to reach her with one (1) phone call, then the Hospital will continue in order of seniority to so offer the available Relief work to laid-off nurses on that list. If available Relief shifts remain open in that Clinical Practice Area after completing the foregoing procedure, those shifts may then be offered to Relief Nurses.

Temporary Recall shall not cause an extension of Recall rights beyond twenty-four (24) months.

Section 14. A laid-off nurse may refuse a recall without forfeiting her recall rights; provided, however, that her refusal shall entitle the Hospital to recall the next most senior nurse (or successive nurses in order of seniority) until a vacancy is filled. In the event that the vacancy is not then filled, the Hospital may fill it with a new hire.

Section 15. A laid-off nurse may bid a posted job vacancy in any Clinical Practice Area. If such laid-off nurse is awarded such job under Article 19, Section 4, and then fails to qualify under the provisions of Article 19, Section 4, she may then exercise a bumping right under this Article 19, Section 9, or choose to return to layoff status.

Section 16. Each nurse who has been laid-off or bumped under this Article 19 shall be entitled to request a copy of the current seniority list for each Clinical Practice Area, and, upon request, the Hospital shall provide her with one.

Section 17. Cancellation. When the Hospital, in its sole discretion, determines that it is overstaffed and needs to temporarily reduce the nursing force on a particular shift(s) or a portion of a shift in a particular clinical practice area for a period of fourteen (14) days or less, it may first seek voluntary time off from among the affected staff nurses.

The Hospital shall offer the voluntary self-cancellation for the available time off to the nurses on the affected shift(s) in order of seniority and shall have the right to restrict the amount of time granted to each nurse. Each nurse shall be limited to a maximum of fourteen (14) calendar days (or the Hospital's stated amount of available time off, whichever is less) in each voluntary self-cancellation period.

The Hospital retains the right to require such a nurse to return to work prior to the end of the agreed upon self-cancellation period. In such an instance, notification shall be given to the nurse, via telephone conversation with the nurse, at least twenty-four (24) hours in advance of the time at which the nurse is to report for work. If a nurse plans to be away from home during the self-cancellation period, she must provide her head nurse with the phone number of the location at which she can be reached as well as the anticipated time of her return.

A nurse shall accrue all benefits during her self-cancellation period on the exact same basis as she would have accrued those benefits had she worked the shift(s) for which she had been scheduled prior to the self-cancellation. A nurse who elects a voluntary self cancellation may apply for unemployment compensation benefits. Eligibility for such benefits shall be determined by the appropriate State governmental agency.

Each nurse shall return to her former clinical practice area, shift and full or regular part time status at the end of each voluntary self-cancellation period or within twenty-four (24) hours of an earlier recall.

Nothing contained herein shall prevent the Hospital from bypassing this section and proceeding directly to the layoff and recall procedure contained in Article 10 if the Hospital deems that such action is appropriate to achieve the desired reduction.

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

1. Relief nurses scheduled to work on the affected shift or work area requiring reduction are canceled.
2. If further reduction is necessary, regular part-time nurses scheduled to work an additional day in the pay period on the affected shift or work area requiring reduction are canceled.
3. Using the most recent seniority list, the nurse with the least seniority, who has not been canceled once within the preceding six (6) months, scheduled to work on the affected shift or work area requiring reduction is canceled.

The Hospital shall not cancel a particular full-time or regular part-time nurse more than three(3) times in any given six (6) month period. When canceling a nurse who was scheduled to work, the Hospital may cancel her for only a portion of her shift, so as long as the nurse knows at the time of cancellation what portion she will need to report for. If a

nurse is cancelled for only a portion of a shift, that will still count toward her time as being cancelled.

Nurses who are scheduled to work any day shift will be given a minimum of two (2) hours' notice in advance of the commencement of the day shift if they are not to report. Nurses who are scheduled any afternoon or night shift shall be given a minimum of two (2) hours' notice in advance of the commencement of the shift if they are not to report.

For purposes of this Section, "work area" shall be defined as any one of the following: Skilled Care Nursing, Rehabilitation Nursing, and Mental Health Nursing. If a particular schedule is relinquished by virtue of a nurse's resignation or termination and if the Hospital decides to fill that schedule without any change in any scheduling pattern, then, in that event, the Hospital will offer that available schedule to nurses on the affected unit by seniority. Nothing in this paragraph shall impair or limit the Hospital's right to abolish or change a schedule or scheduling patterns.

ARTICLE 20 EMPLOYMENT

Section 1. In seeking new or additional nurses, the Hospital shall first offer employment to those of its nurses who may then be on layoff status in accordance with the seniority provisions of this Agreement. Nothing herein contained, however, shall prevent the Hospital, in the event of an emergency, from recalling or employing anyone without regard to the provisions of the Agreement, if immediate employment is necessary for the health, care or safety of the patients in the Hospital.

Section 2. There shall be no discrimination either by the Hospital or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, national origin, sex, age, handicap, disability or on account membership or non-membership in, or activity on behalf of, ONA or any of its affiliates.

Section 3. A nurse shall be entitled to receive a copy of her performance evaluation if she requests a copy at the time when her evaluation is tendered to her by the Hospital for her signature. The copy, if requested, shall be provided at no charge to the nurse. Each evaluation shall be done by a Clinical Manager having direct knowledge of the nurse's performance. The nurse shall sign the evaluation solely to evidence her 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 response to any areas with which she disagrees and the evaluator will indicate receipt of this response by the evaluator's signature.

Section 4. Because of the increased complexity of health care and changing patterns in the delivery of health care, the Hospital and ONA recognize that individual nurses may not have training and/or experience to function optimally on nursing units for which they have not been adequately prepared. The Hospital may assign nurses to such units for training purposes or in cases of emergency. The Hospital may also assign a nurse to assume nursing responsibilities on any other unit. At the unit to which the nurse has been pulled, his/her work assignment will be made consistent with the pulling/ floating guidelines set forth in

Appendix B. The parties acknowledge that situations may arise in which a new or rarely utilized medical procedure or equipment is used on a unit. The Hospital will offer unit employees relevant education and training, and employees will participate in such education and training. If an employee believes she/he is not competent to use a medical procedure or equipment, the employee will notify her/his supervisor promptly.

Section 5. The Hospital recognizes the right of the nurse to abide by the ANA Code of Ethics for Nurses, adopted by the ANA. The ANA Code of Ethics for Nurses is not a term or condition of employment under this Agreement. Since by law the Hospital is ultimately responsible for all patient care performed within the Hospital, ONA recognizes that neither the Hospital nor the Hospital's Administration nor the Hospital's Medical Staff shall be governed by the ANA Code of Ethics for Nurses.

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

Section 7. The ANA Code of Ethics for Nurses may be considered by either of the parties at their formal meeting or the arbitrator or the Advisory Committee as the case may be as one factor together with all other relevant facts and circumstances giving due regard to the other provisions of this Agreement.

Section 8. Nurses shall be eligible to attend institutes, seminars, or other training programs determined by the Hospital to be of benefit to the Hospital and to the professional development of the nurse involved. Attendance at such programs shall be solely at the Hospital's option and, if authorized, shall be without loss of pay and at the Hospital's expense. The Hospital will permit a nurse to attend any class(es) which are required by the Hospital in order to work on her unit, without loss of pay and at the Hospital's expense. If the Hospital requires, as a condition of employment, attendance at a specific educational program or class, then the Hospital shall provide such program or class free of charge and the Hospital shall pay to the nurse the applicable rate of pay for the nurse's time spent attending said program or class. (Nothing herein shall be construed to require the Hospital to provide, or pay for, education or training which is required, by any government or licensing authority, as a condition to licensure, registration, or certification.)

Hospital-required attendance, under this Section 8, shall not reduce the number of Personal Days available under Article 11, Section 2.

Section 9. The Hospital agrees to make a reasonable effort, consistent with staffing needs of the nursing unit, to honor special requests for scheduling when the request is made for purposes of nursing career-related education.

Section 10.

(a) The Hospital shall protect the privacy of prospective, current and past employees through the regulation and control of the collection, storage, disposal and disclosure of personnel records.

(b) Records maintained on each employee during his or her period of active employment include, but are not limited to, the following:

1. Employment application
2. Reference and police checks
3. General orientation data
4. Promotions and demotions
5. Disciplinary actions
6. Performance evaluations
7. Attendance records
8. Commendations
9. Sickness and/or disability information
10. Other job-related documents
11. In-service attendance records
12. Job bids and/or transfer requests
13. Registration/licensure information.

The employee health nurse maintains pertinent medical records in a secured file stored separately from employee personnel records.

All confidential records will be stored in a file cabinet which can be locked, and all records shall be secured when not in use or during non-working hours.

(c) Current employees will be permitted, upon reasonable request, to examine any material which is contained in their personnel file with the exception of reference checks from previous employers; provided that such examination shall be done at a reasonable time between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. Such review must take place within the area in which the file is maintained and must be performed during the employee's nonworking time.

The Hospital will correct any factual information which is demonstrated to be incorrect by the employee.

If an employee disagrees with more subjective matters such as performance evaluations or disciplinary actions, she will be permitted to submit a concise statement of disagreement for inclusion in her file.

(d) Only non-confidential information may be routinely released upon request for business or reference purposes. This information will be strictly limited to:

1. Job title and department
2. Employment status
3. Dates of employment.

No other information is to be released over the telephone.

Confidential information, including salary, address, and telephone number will be furnished in writing only and in response to a written request. All such requests must be accompanied by an authorization signed by the employee in question.

Representatives of government agencies, in the course of routine investigations, may be permitted access to an employee's file, if such access is required or permitted by law and

if recommended by the Hospital attorney. Such cases will be handled on an individual basis.

Prospective employers will not be permitted to inspect the personnel file of a former bargaining unit employee for reference purposes. If the prospective employer has a signed authorization, a representative of the Personnel Department will answer questions from the file but in no case will the file be given to an individual under these circumstances. Exceptions:

1. Requests, in person, by law enforcement agencies for dates of employment or contact information.
2. Disclosure to protect the legal interests of the Hospital.

(e) Access to an employee's personnel or employee health file will be limited to:

1. Representatives of the department maintaining the file.
2. The employee's Department Head or Supervisor.
3. Hospital officials on a need-to-know basis.
4. Supervisors and/or Department Heads for which the employee has submitted a job bid or expressed interest in a transfer

(f) All requests for information should be referred to the Personnel Department.

The Human Resources Department will release reference data on former employees in accordance with Item (d) above (External Disclosure of Confidential Information).

A former employee will not be permitted access to her personnel file.

Section 11. Health Examination. Subject to change based upon recommendations of the Hospital Medical Staff to the contrary, pre-employment and annual PPD test or chest x rays and urinalysis shall be provided without cost to all regular full-time and part-time nurses employed by the Hospital. In addition, and subject to the same proviso, regular full time and regular part-time nurses employed in the Maternity Division and the Operating Room will be provided, without cost, annually, essential laboratory tests. Full-time and regular part-time nurses employed in units in which they are exposed frequently to radiation will be monitored by use of exposure badges and in accordance with the Hospital's Radiation Safety Program.

For full-time and regular part-time nurses employed in the Oncology Department, the Hospital shall follow all OSHA Guidelines for Medical Surveillance and perform an annual CBC with differential and liver enzyme tests as designated by the Employee Health Committee. All employee health and/or medical records and information will be handled with privacy and confidentiality in accordance with Federal HIPAA Regulations.

Section 12. The Hospital will give a regular full-time nurse and a regular part-time nurse two (2) weeks' written notice prior to termination of employment.

Section 13. A regular full-time nurse who terminates without giving the Hospital at least fourteen (14) calendar days' written notice, addressed to the Director of Nursing Service, shall forfeit one (1) day of accrued time for each day of delinquency up to a maximum of

ten (10) days.

A regular part-time nurse who terminates without giving the Hospital at least fourteen (14) calendar days' written notice, addressed to the Director of Nursing Service, shall forfeit one (1) day of accrued time for each day of delinquency up to a maximum of five (5) days.

Section 14. The Hospital may give a regular full-time nurse two (2) weeks' pay and a regular part-time nurse five (5) days' pay in lieu of notice of termination of employment as provided for in Section 12 of this Article.

Section 15. In all cases of termination, there shall be a termination interview with a representative of Human Resources; but the nurse, at her option, may first have a termination interview with the Chief Nursing Officer.

ARTICLE 21 DISCIPLINE

Section 1. The Hospital shall have the right to discipline or discharge any nurse for just cause. Discipline is intended to correct behavior with a goal of improving performance.

Section 2. The Hospital shall notify the Local Unit Grievance Committee Chairperson of ONA and the ONA Labor Representative in writing, using a form to be agreed upon by the parties, when any written disciplinary action is taken against a nurse. The Hospital will endeavor to e-mail a written disciplinary action within twenty-four (24) hours after the written disciplinary action is taken. The Hospital acknowledges the nurse's right to the presence of an ONA representative at any meeting at which disciplinary action may take place.

Section 3. The Hospital recognizes the right of a nurse to appeal disciplinary action through the Grievance Procedure provided for in this Agreement. Any grievance relating to discharge or suspension shall be presented in writing at Step 3 of the Grievance Procedure, within seven (7) working days after the discipline imposed is first administered. If as a result of the processing under the Grievance Procedure the disciplined nurse is found to have been justly dealt with, then the action shall be final; if it is found that the nurse was unjustly suspended or discharged, the nurse shall be reinstated to the former status as of the date of such disciplinary action and unless otherwise agreed to, paid for all time lost, less the following: (a) any unemployment compensation received which the nurse is not obligated to repay as a result of the claim against the Hospital being allowed; (b) compensation earned outside the Hospital during the period covered by back wages allowance.

Section 4. The imposition of discipline on a current charge by the Hospital will not take into account any prior infractions which occurred more than eighteen (18) months previously.

Section 5. In the event that a nurse declines to carry out a directive or an assignment on the grounds that the nurse considers the directive or assignment to be either unethical or beyond the nurse's competency, the nurse may be subject to disciplinary action. Such

disciplinary action may be processed as a grievance starting at Step 2 of the parties' grievance procedure. If the grievance proceeds to arbitration, the arbitrator selected must be qualified, in the judgment of both the Hospital and ONA, depending upon the nature of the grievance, to determine whether the directive or assignment involved was ethical or within the competency of the nurse, as the case may be. The decision of the arbitrator with respect to whether a particular nurse was competent to carry out a directive or assignment will be binding upon the Hospital, ONA and the individual nurse. The decision of the arbitrator as to whether the directive or assignment involved was ethical will be binding upon all nurses, the Hospital, and ONA. In determining whether a directive or assignment was either ethical or within the competency of the nurse involved, the arbitrator will take into consideration all circumstances including whether the situation was an emergency.

Section 6. If a nurse challenges a particular directive or assignment either as being unethical or beyond the nurse's competency and the Hospital does not choose to discipline the nurse, the question of whether the directive or assignment was ethical or within the nurse's competency may be referred by the nurse or the Hospital to the Advisory Committee provided for under Article 22 of this Agreement for consideration and resolution. If the Advisory Committee is unable to resolve the issue, the matter may be processed through the grievance procedure as provided for herein.

Section 7. A nurse may be disciplined for conduct which the Hospital deems to be unethical or for assuming duties which the Hospital deems to be beyond the nurse's competency, in which event the disciplinary action will be subject to Grievance Procedure as provided for herein.

ARTICLE 22 ADVISORY AND LABOR/MANAGEMENT COMMITTEE

Section 1. The Hospital will include three (3) bargaining unit members to serve as representatives on the Hospital's Nursing Advisory Committee meetings.

Section 2. Within thirty (30) days of the execution of this Agreement, the parties agree to establish a Labor-Management Committee ("LMC") consisting of up to three (3) nurses, the ONA Labor Representative, a Nursing Leader designated by the Hospital, and a Human Resources Representative. The Committee will participate in Labor Management Committee Training conducted by the Federal Mediation and Conciliation Service, at its first meeting. The Committee should meet at least three (3) times per calendar year, unless otherwise mutually agreed by the parties. The parties will exchange agenda items at least one (1) week in advance of the meeting.

Section 3. At least once per year, the Nursing Advisory Committee shall review the staffing guidelines as to how they affect patient outcomes, clinical management and the facilitation of the care delivery system that provides quality care consistent with prevailing standards of safe nursing care and evidenced based guidelines and make recommendation based upon review for revising the plan.

Section 4. Labor Management Committee members who are scheduled to work at the time

of a Committee meeting will be excused from work in order to attend, and time spent in an LMC meeting during working hours will be considered for all purposes as time worked.

ARTICLE 23 ONA MEMBERSHIP AND ACTIVITY

Section 1. All regular full-time and regular part-time nurses presently employed by the Hospital who are now members of ONA shall, as a condition of employment, maintain such membership in good standing; or pay an agency fee, and all new regular full-time and regular part-time nurses employed by the Hospital after the effective date of this Agreement shall, as a condition of employment, become members in good standing, or pay an agency fee, of ONA no later than the thirty-first (31st) day after employment and shall maintain such membership.

Section 2. All relief nurses and assigned coverage nurses who work four hundred (400) or more hours between December 1 and November 30 of any year, shall, as a condition of employment, become members in good standing of ONA no later than the thirty-first (31st) day after November 30 of said year and shall maintain such membership during the next subsequent calendar year.

Section 3. ONA agrees to indemnify and save the Hospital harmless from any action growing out of a discharge based on Section 1 or Section 2 of this Article affected at the request of ONA.

Section 4. Representatives of ONA may enter the Hospital for the purpose of meeting with Hospital representatives under the Grievance Procedure provided herein, or for purposes related to ONA's education activities with the permission of the Hospital's President or his designee. Such representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Hospital may establish, and shall not interfere with the work of any nurse or the operations of the Hospital.

Section 5. The Hospital shall make an effort to release from work, without pay, a reasonable number of Bargaining Unit members for the purpose of attending formal contract renewal negotiations.

The Hospital shall compensate some members of the ONA Negotiating Committee, for time spent in formal negotiations, for a new Labor Agreement, subject to all of the following conditions:

- (a) Notwithstanding the number of nurses on the Negotiating Committee, only four (4) members shall be entitled to such compensation for any given session; and,
- (b) At each formal bargaining session, ONA shall designate which specific four (4) nurses shall be entitled to compensation for that specific session; and,
- (c) The identity of such four (4) members may differ from session to session; and,
- (d) The Hospital shall pay such compensation only for hours spent in formal

sessions (including caucuses) occurring on formally scheduled bargaining days; and,

(e) Each of such four (4) nurses shall be compensated only for hours missed from scheduled work between the commencement and adjournment of formal bargaining on that particular bargaining day; and,

(f) Compensation shall be paid at each individual nurse's regular straight time hourly rate, with no differentials or premiums of any type; and,

(g) Each such nurse shall be limited to not more than a total of forty (40) hours of such paid time, during the term of any such Labor Agreement; and,

(h) The grand total aggregate compensation paid to all such nurses for all such sessions shall not, in any case, exceed two hundred (200) hours of such paid time, during the term of any such Labor Agreement; and,

(i) Compensation due to each nurse under this Section, shall be made in the nurse's next regularly scheduled paycheck.

ARTICLE 24 DUES DEDUCTION

Section 1.

(a) The Hospital agrees to deduct monthly ONA dues in whatever sum is authorized by ONA from the pay of nurses upon receipt of a voluntary written authorization executed for that purpose. The form of the authorization is attached hereto as Appendix C and made a part hereof.

(b) The Hospital agrees to deduct monthly Local Unit dues in whatever sum is designated in writing by the Local Unit Chair, from the pay of nurses, upon receipt of a written voluntary authorization form from the individual Local Unit nurses. The Hospital shall issue and send a check for the Local Unit dues so deducted to ONA.

Section 2. Deductions will be made from the pay earned during the second pay period of each month. In the event any nurse whose pay is subject to the deduction of ONA dues as provided in this Article shall not be entitled to any pay for the second pay period of any month, then the Hospital will make a double deduction from the pay earned during the second pay period of the next month of the year. The Hospital's obligation for the deduction of ONA dues shall not exceed this double deduction requirement. If a nurse has no earnings during the second pay period of two (2) consecutive months, ONA will arrange collection of dues for the months in question directly with the nurse.

Section 3. The Hospital's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse who signed the authorization. If transferred to a job with the Hospital not covered by this Agreement, the

Hospital will continue such deductions until and unless the nurse notifies the Hospital in writing to discontinue doing so.

Section 4. Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the close of the second (2nd) pay period of each month in which the dues deduction is made. The Hospital will furnish ONA, together with its check for ONA dues, a list (electronically, if feasible) of all nurses whose dues have been deducted.

Section 5. ONA agrees that it will indemnify and save the Hospital harmless from any action growing out of these deductions and commenced by a nurse against the Hospital, and assume full responsibility for the disposition of the dues so deducted once they have been turned over to ONA.

Section 6. The Hospital will provide the local Chairperson of ONA and ONA at the end of each pay period with an interim list of new hires in the Bargaining Unit and on a quarterly basis will notify the Union of the nurses in the Bargaining Unit affected by promotions, leaves of absence, terminations and resignations during the prior pay period.

Section 7. In January of each year, (and upon ONA's request during such year), the Hospital will furnish ONA and the Chairperson of the Local Unit with a complete alphabetical list, as of December 1 of the prior year, of all regular full-time and regular part-time nurses covered by this Agreement, showing address, phone number, rate of pay, seniority and date of hire, provided that the nurses furnish the Personnel Office with their phone numbers and addresses. ONA may post the alphabetical list on the ONA bulletin board.

Section 8. In January of each year, (and upon ONA's request during such year), the Hospital will furnish ONA and the Chairperson of the Local Unit with an alphabetical list of relief nurses employed for the immediately preceding period of December 1 through November 30, including the total hours worked by each such relief nurse during such period. ONA may post the alphabetical list on the ONA bulletin board.

ARTICLE 25 MISCELLANEOUS

Section 1. Transfer from Regular Part-Time to Regular Full-Time. If a nurse transfers from regular part-time service to regular full-time service, her past service as a regular part time nurse (continuous, from her last date of hire) shall be credited and added to her continuous service from the date of transfer as a regular full-time nurse for the purpose of determining benefits to which she is entitled as a regular full-time nurse, as follows:

<u>Benefit</u>	<u>Percent of Past Service in Regular Part-Time Recognized</u>
Daily Rate	100
Seniority	100

Section 2. Transfer from Regular Full-Time to Regular Part-Time. If a nurse transfers from regular full-time service to regular part-time service, all of her past service as a regular full-time nurse (continuous, from the last date of hire) shall be credited and added to her continuous service from the date of transfer as a regular part-time nurse for the purpose of determining all benefits to which she is entitled under this Agreement as a regular part time nurse.

Section 3. Adjustment of Accounting Periods. Notwithstanding language of this Agreement to the contrary, statistical information compiled under the terms of this Agreement and annual accruals and adjustments contemplated hereunder (e.g., Accrued Time Program, relief nurse step increases, and the like) may be made effective based upon the period between the closing date of the pay periods which immediately precede the commencement and close of the time period referred to as the time period for which the statistical information shall be compiled or the accruals or adjustments shall occur and become effective.

Section 4. For the life of this Agreement, the Hospital agrees to continue to participate in the Social Security System.

Section 5. ONA is authorized to have the ANA Code of Ethics for Nurses included on the inside of the front cover of printed contract booklets which are printed by ONA.

Section 6. This Agreement shall be binding on any successors or assigns of the Hospital and no terms, obligations, or provisions herein contained shall be affected or changed in any way whatsoever by the whole or partial consolidation, merger, sale, transfer, or assignment of Trinity East Medical Center or any part thereof, or affected or changed in respect whatsoever by any change of any kind of the ownership or management of the Trinity East Medical Center.

ARTICLE 26 HEALTH AND SAFETY

Section 1. A nurse who has been exposed to blood or body fluids while on duty must report the exposure to his/her immediate supervisor and begin the established medical follow-up and documentation. The Hospital must notify a nurse(s) if she has come into contact with an airborne disease and the Hospital must provide appropriate follow-up testing for the nurse(s). Thereafter, if the nurse acquires a potentially fatal and/or debilitating illness or disease due to bloodborne or airborne pathogens which is determined to be attributable to

this work exposure, the nurse shall be able to continue to work as long as the nurse, her/his physician, and the Hospital believe it is safe for the nurse and the nurse's patients, and she performs her job duties and work assignments, in accordance with the Americans with Disabilities Act. The Hospital will comply with all relevant state and federal regulations regarding making reasonable accommodations in the nurse's work assignments.

Section 2. The Hospital and ONA recognize their respective obligations under the Americans with Disabilities Act.

Section 3. During the negotiations of the 2020-2023 collective bargaining agreement, the parties discussed security considerations for the Trinity East campus. The safety and security of employees who work on the Trinity East campus is important to the Hospital and to ONA. The Hospital is exploring options to increase the security of the campus for employees, and seeks to develop and implement solutions by April 1, 2021 to the extent it is feasible to do so. ONA agrees to support and participate in identifying and implementing solutions.

ARTICLE 27 ALTERATION OF AGREEMENT AND WAIVER

Section 1. No agreement, altering, varying, waiving or modifying any of the terms or conditions contained herein shall be made by any nurse or group of nurses with the Hospital, and no such 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.

Section 2. 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 3. The Hospital and ONA acknowledge that this Agreement embodies the complete and final understandings reached by the parties as to the wages, hours and all other terms and conditions of employment of all nurses covered by this Agreement.

Section 4. Any provision of this Agreement which may be in violation of state or federal acts, statutes, regulations or orders, or revisions thereof, now effective or which may become effective during the term of this Agreement shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement, and its provisions, shall remain in effect for the term of this Agreement.

ARTICLE 28 DURATION

Except as hereafter provided, this Agreement shall immediately become effective upon ratification of the ONA membership and shall continue in full force and effect without change until 11:59 p.m. on October 31, 2025. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to October 31, 2025 give written notice of the termination or amendment. If neither party gives notice to terminate or amend this Agreement, as provided above, this Agreement shall continue in effect from year to year thereafter subject to termination or amendment by either party on at least ninety (90) days written notice prior to midnight, October 31 of any subsequent year

ARTICLE 29 EXECUTION

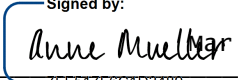
IN WITNESS WHEREOF, the parties hereto, after ratification and approval of this Agreement by the membership of the Local Unit and Board of Trustees of the Hospital, and approval of ONA, have caused the Agreement to be executed the 14th day of December, 2023

OHIO NURSES ASSOCIATION

TRINITY EAST

BY:

Signed by:

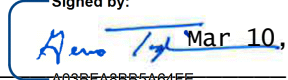


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 14, 2025 | 9:30 AM PDT
Anne Mueller

BY:

Signed by:



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 Mar 10, 2025 | 12:51 PM PDT
Geno Taglione

APPENDIX A Performance Conversation Tool



Trinity Health System - OH

Performance Conversation Tool - Staff
2020 Performance Conversation Tool - Employee

First Name

Middle Name

Last Name

Home Address 1

Home Address 2

Home City

Home State

Home Postal Code

Position Code

Position Name

Department Code

Department Name

Facility Name

Manager Name

Hire Date

Position Date

Employee Number

Birth Date

Weights - (Total:100%)



Rating Scale

Significantly Exceeds Expectations : Job performance is exceptional. Contributions are substantially higher than the standard or function. Applies initiative and then delivers results. Always exceeds expected behaviors.

Exceeds Expectations : Job performance and initiative results are beyond expected level of achievement. Consistently performs above the norm. Frequently exceeds expected behaviors.

Meets Expectations: Performance fully meets expectations and requirements. On occasion, may perform above expectations. Consistently demonstrates expected behaviors.

Needs Improvement: Performance meets some expectations and requirements. Although the employee Usually demonstrates expected behaviors, improvement is needed.

Does Not Meet Minimum Expectations : Performance is consistently below what is expected. Rarely demonstrates expected behaviors.



To add a comment, click on the dialog box in any/all of the category(s) below.

Review my/my employee's performance against Job Responsibilities.

Job Responsibilities

Question

How have I/my employee performed the core duties and job responsibilities in alignment with our mission?

Employee/Manager Evaluation

Yes

No

Question

How has my/my employee's behavior aligned with our core values?

Employee/Manager Evaluation

Score: N/A

☐ Yes ☐ No

Question

Have I/my employee completed all compliance requirements and training?

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

☐ Yes ☐ No

Score: N/A

Discuss how I/my employee has supported the Mission, Core Values, and Living Our Mission Measures.

Mission, Core Values, Living Our Mission Measures

Mission: As CommonSpirit Health, we make the healing presence of God known in our world by improving the health of the people we serve, especially those who are vulnerable, while we advance social justice for all.

Core Values: Compassion, Inclusion, Integrity, Excellence, Collaboration.

Living Our Mission Measures: Service to the Community, Employee and Physician Engagement, Clinical Service (Acute Care Quality, Ambulatory Quality, Patient Experience, Patient Safety), Financial Health, Growth.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Rate my/my employee's behavior on Competencies and add summary comments by selecting the dialog box.

Competencies

Accountability: Takes full responsibility for the conduct and results of our own work. Holds self/others accountable for goal attainments. Demonstrates an understanding of the link between one's own job responsibilities and overall organizational goals, priorities and needs.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Adaptability/Flexibility: Understands and appreciates different and ongoing perspectives on an issue. Adapts one's approach as situations change and accepts changes within one's own job or the organization at large.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Initiative: Takes appropriate independent action, addresses issues proactively, engages in problem solving, generates new ideas and solutions, seeks out new responsibilities and acts on opportunities for self-development.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Integrity & Spirituality: Is open and honest in all interactions. Acts with moral wholeness, soundness and truthfulness.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Quality: Is attentive to detail and accuracy, is committed to error prevention, monitors, owns and acts on quality work. Looks for and participates in opportunities for process improvements.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Safety: Learns and practices safety as a personal priority in your work. Addresses potential safety concerns. Willing to address unsafe behaviors in others. Commits to team safety.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Service Excellence: Builds confidence, is committed to increasing satisfaction, sets achievable expectations, assumes responsibility for other stakeholders. Maintains pleasant and professional image.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A

Teamwork: Collaborates with others to achieve common goals. Listens, works to resolve conflicts, supports and upholds team decisions. Builds constructive relationships by appreciating and respecting the diversity and contributions of others. Promotes an overall positive team atmosphere.

Employee/Manager Evaluation

☐ Yes ☐ No

Score: N/A



Review feedback (coaching, positive, corrective) I/my employee received through the system this year and provide any situation you believe is relevant.


Feedback

Summary

Employee/Manager Evaluation

☐ click here to add comment

Score: N/A



Here consider all aspects of my/my employee's performance and behavior this past year.

Questions

Section Score: 0
Section Average: 0.00

Question

Last year's goal (type below).

☐ Click here to add goal(s)
Goal Status.

Score: N/A

☐ In Progress ☐ Met ☐ Exceeded

Score: N/A


Question

Describe 1-2 specific opportunities that would enhance the employee's effectiveness.

Employee/Manager Evaluation

☐ click here to add comment

Score: N/A



Add next year's goals.


Development Goals

Section Score: 0
Section Average: 0.00

Add Development Goals

☐ Click here to add goal(s)

Score: N/A



Provide an overall performance rating, taking into account all of the components in the tool.

Overall


100%
Section Score: 0
Section Average: 0.00
Weighted Average: 0.00

Overall Evaluation

☐ 5-Significantly Exceeds Expectations ☐ 4-Exceeds Expectations ☐ 3-Meets Expectations ☐ 2-Needs Improvement ☐ 1-Does Not Meet Minimum Expectations

Score: N/A

		Total Score: 0 Total Possible Score: 5 Total Weighted Average: 0.00
Manager Comments		

Date Reviewed with employee
2/10/2021 

APPENDIX B

Pulling Guidelines

A nurse who is pulled to another unit will work as an assisting nurse to the regular unit based RNs. Assignment decisions should be based on the pulled nurse's background and experience and the needs of the patients on the patient care unit where the nurse is assigned to work.

A nurse who is pulled to a unit outside his/her clinical practice area would NOT be expected to do the following if he/she does not perform such tasks within his/her own clinical practice area.

- Team lead/ resource LPNs
- Initiate blood and blood products
- Manage IV drip medications
- Manage PCA pumps and medications
- Insert corpacks, feeding tubes. or nasogastric tubes
- Change central line dressings
- Change chest tube dressings
- Monitor or chart fetal monitoring strips
- Discharge teaching for patients
- Suction patients
- Provide tracheostomy care
- Admit a patient to the unit
- Scheduled medications
- IV inserts

APPENDIX C

Dues Deduction Authorization

I hereby request and authorize TRINITY HEALTH SYSTEM to deduct from my earnings each month such amount as is designated in writing to TRINITY HEALTH SYSTEM by the OHIO NURSES ASSOCIATION as constituting monthly dues or service fee to said ASSOCIATION, and to transmit the dues so deducted to the OHIO NURSES ASSOCIATION at 3760 Ridge Mill Drive, Hilliard, Ohio 43026.

I further authorize and request the hospital to, likewise deduct, each month Local Unit dues or service fee in such amount as is designated in writing by the Local Unit of ONA.

I shall have the right to terminate this authorization at any time upon giving TRINITY HEALTH SYSTEM and the OHIO NURSES ASSOCIATION written notice at least thirty (30) days before such termination is to be effective.

Signature:

Date:

Certificate Of Completion

Envelope Id: ED939CC2-CB6B-4381-A7EC-AADA203921E2

Status: Completed

Subject: Complete with Docusign: ONA AFT AFL-CIO and Trinity East CBA_12.14.23-10.31.25 FINAL (1).docx

Source Envelope:

Document Pages: 57

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 0

Kyle Kloss

AutoNav: Enabled

185 Berry Street, Suite 200

Envelopeld Stamping: Enabled

San Francisco, CA 94107

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kyle.kloss@commonspirit.org

IP Address: 162.195.240.112

Record Tracking

Status: Original

Holder: Kyle Kloss

Location: DocuSign

3/10/2025 10:34:39 AM

kyle.kloss@commonspirit.org

Signer Events

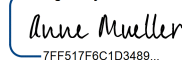
Anne Mueller

amueller@ohnurses.org

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


7FF517F6C1D3489...

Timestamp

Sent: 3/10/2025 10:39:08 AM

Viewed: 3/14/2025 9:12:27 AM

Signed: 3/14/2025 9:30:26 AM

Signature Adoption: Pre-selected Style

Using IP Address: 107.129.225.44

Electronic Record and Signature Disclosure:

Accepted: 3/14/2025 9:12:27 AM

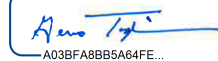
ID: 393b9160-90e4-471a-9d04-186a9b11130b

Geno Taglione

geno.taglione@commonspirit.org

Security Level: Email, Account Authentication
(None)

Signed by:


A03BFA8BB5A64FE...

Sent: 3/10/2025 10:39:08 AM

Viewed: 3/10/2025 12:50:35 PM

Signed: 3/10/2025 12:51:16 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 107.1.121.162

Electronic Record and Signature Disclosure:

Accepted: 3/10/2025 12:50:35 PM

ID: 98445683-aebd-4c59-93e2-9ebc0eff9f1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/10/2025 10:39:08 AM

Certified Delivered

Security Checked

3/10/2025 12:50:35 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	3/10/2025 12:51:16 PM
Completed	Security Checked	3/14/2025 9:30:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Consent to Electronic Signatures and Communications

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Summary

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