

PREAMBLE

This Agreement made and entered into this 1st of July 2007, by and between Akron General Medical Center, an Ohio corporation, not for profit, on behalf of itself and its successors and assigns, located at 400 Wabash Avenue, Akron, Ohio (hereinafter referred to sometimes as the "Medical Center"), and the Ohio Nurses Association (hereinafter referred to sometimes as "ONA").

PREAMBLE

The purpose of this Agreement is to outline the employer-employee relationship necessary to maintaining highest possible standards in providing proper nursing care to the public; and to facilitate achievement of this mutual goal through a cooperative working relationship between the parties.

WITNESSETH:

WHEREAS, ONA recognizes that the Medical Center has the full and exclusive responsibility and obligation of providing optimal hospital care for inpatients, outpatients and of carrying on vital and continuous programs in the fields of research and education for the benefit of both individual patients and the community at large; and

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

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the said responsibility and obligation of the Medical Center as well as the interests of its nurses covered by this Agreement; avoid interruptions to and interferences with the Medical Center's services to patients and its programs in research and education; set forth herein rates of pay, hours of work, conditions of employment; and establish a peaceful procedure for the resolution of differences between the parties covered by this Agreement.

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

TERMS

The term "her" used throughout this Agreement shall mean his or her as is appropriate to the bargaining unit member.

ARTICLE 1

Recognition

Section 1. The Medical Center recognizes the Ohio Nurses Association as the sole and exclusive representative for the bargaining unit certified by the National Labor Relations Board in Case 8-RC-9811, which certification provided in pertinent part, "all registered nurses in the position of staff nurse, Clinician I, Clinician II, and Clinician III employed by the employer at its Akron, Ohio facility, excluding directors, clinical managers, office clerical employees, and all other professional employees, guards, and supervisors as defined in the Act, and all other employees."

Section 2. The purpose of this Agreement is to protect and improve the economic and professional welfare of nurses; to help in providing optimal nursing care to the public through the achievement of reasonable and satisfactory employment conditions; and in the planning of the nursing services of which they are a part.

Section 3. Except as hereinafter limited, the term "nurse" or "nurses" as used herein, shall apply to and include regular full-time, regular semifull-time, and part-time registered nurses employed by the Medical Center in the positions of staff nurse, Clinician I, Clinician II, and Clinician III.

Section 4. Except as hereinafter limited, the term "nurse" or "nurses" as used herein, shall exclude all other classifications of registered nurses including directors, clinical managers, supervisory nurses, private duty nurses, temporary nurses, PRN nurses, and all other classifications of nursing personnel and all other classifications of personnel employed by the Medical Center.

Section 5. Wherever used herein, the term "regular full-time nurses," shall be defined as nurses who have accepted employment with the understanding that they will work a regular schedule of at least seventy-two (72) hours in a pay period and are eligible for all employee benefits provided herein; the term "regular semifull-time nurses" shall be defined as nurses who have accepted employment working forty (40), but less than seventy-two (72) hours in a two (2) week period and are eligible for some employee benefits provided herein; the term "regular part-time nurses" shall be defined as nurses who have accepted employment working less than forty (40) hours in a pay period and are eligible for employee benefits and seniority as provided herein.

Section 6. The term "bargaining unit" whenever used herein shall refer collectively to the registered nurses defined in Section 1 of this Article.

Section 7. It is not the intent of the Medical Center to have supervisory employees, including directors and clinical managers, perform professional nursing duties normally performed by staff nurses, except to update skills for maintenance of specialty certification, in cases of emergency, purpose of instruction, the need to maintain patient care on a short term basis, or to fill a "vacancy" as defined in Article 13, Section 7. Furthermore, they may work up to twenty-four (24) hours in any calendar quarter to maintain clinical skills. However, opportunities for filling "vacancies" will first be offered to semifull-time or part-time nurses in accordance with the provisions of Article 13, Section 7. A list of all supervisory nursing personnel will be furnished to the ONA local unit president during the first month of every year with notification of additions and deletions furnished on a monthly basis.

Section 8. It is not the intention of the Medical Center to replace or displace registered nurses through the utilization of PRNs, licensed practical nurses, paramedics, physician's assistants, clinical assistants, nurse practitioners, or other non-nursing and para professional personnel. It is the intention of the Medical Center that licensed practical nurses, paramedics, or other non-nursing and para professional personnel shall be used to augment the staff of registered nurses only to the extent that a particular individual's skills may ethically and legally be utilized and not to the extent that a registered nurse's position is excluded. The Medical Center shall only use licensed practical nurses, paramedics, or other non-nursing and para professional personnel to assist registered nurses with the care of patients on any particular unit. Licensed practical nurses, paramedics, or other non-nursing and para professional personnel shall be under the direction of staff nurses and under the supervision of management as it applies to patient care. Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Medical Center.

Section 9. The Medical Center will not establish or implement the American Medical Association, Registered Care Technician (RCT) Program.

ARTICLE 2

Management Rights

Section 1. The management of the Medical Center, the control of the premises and the direction of the nursing force are vested exclusively with the Medical Center. The right to manage includes, but shall not be limited to, the right to hire, direct, assign, transfer, evaluate, promote, and layoff; and also to suspend, discipline, or discharge nurses for just cause; 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 shifts and numbers of hours to be worked by nurses including reasonable overtime requirements; to determine policy and procedures with respect to patient care, administrative practices, and rules and regulations to be observed by nurses; to determine or change the methods, means, or standards by which its operations are to be carried on; and to carry out the ordinary and customary functions of management subject only to such restrictions and regulations governing the exercise of such rights as are expressly provided in this Agreement, 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.

ARTICLE 3

Professional Practice

Section 1. The Medical Center recognizes the right of the nurse to subscribe to the ANA Code of Ethics for Nurses, adopted by the ANA in 1950, revised most recently in 2001, and supports and endorses individual subscription to this Code. The Medical Center also recognizes and supports the fact that ethics is an integral part of the foundation of nursing practice. However, the ANA Code of Ethics for Nurses is not a term or condition of employment under this Agreement. Since by law, the Medical Center is ultimately responsible for all patient care performed within the Medical Center, ONA recognizes that neither the Medical Center, nor the Medical Center's Administration, Clinical Staff, nor any of its other employees shall be governed by the ANA Code of Ethics for Nurses.

Section 2. A Staffing/Advisory Committee shall be established, consisting of six (6) members from Nursing Administration (including a department

director) to be selected by the Medical Center and six (6) registered nurses to be selected by ONA.

(a) The purposes of this Committee are:

1. To provide a method of communication between the Medical Center and ONA concerning improvement inpatient care and other professional matters of concern to registered nurses.
2. To receive and reconsider suggestions with respect to staffing, staffing patterns, and workload.
3. To enable the members of the committee to bring to the attention of the Medical Center new ideas on how to more effectively staff the nursing department.
4. To permit ONA members to voice the feelings of several or many other members concerning a specific staffing problem or irregularity.
5. To provide an opportunity for the Medical Center to solicit innovative changes for staffing from the staff nurses themselves.
6. To allow the Medical Center to explain the reasoning and thoughts behind any particular staffing policy.
7. To provide a regular calendar of meetings so that problems may be discussed in a timely manner.
8. To consider and develop recommendations on health and safety matters of particular concern to registered nurses, including but not limited to infectious diseases, chemical hazards, security and physical safety, radiation and education.
9. To review, discuss, and track patterns and trends involving assignment despite objection (ADO) forms.

(b) Since these meetings are for the above stated purposes only, the Committee members shall not be empowered to effect changes to any of the terms of this collective bargaining agreement or any other matter affecting the employment relationship between the Medical Center and any nurse. In no case shall any matter considered at these meetings be subject to the grievance procedure and arbitration procedure set forth in

this Agreement, unless the matter is otherwise subject to such procedures under the terms of this Agreement. There shall be no discussion over the merits of any grievance in progress.

- (c) The Staffing/Advisory Committee will meet monthly unless waived by the majority of members of the Committee. Nurses attending these meetings during scheduled work hours will receive their regular rate of pay and will be compensated for time other than their scheduled work hours.
- (d) A chairperson of the Committee shall be designated by both the Medical Center and ONA and shall be rotated at alternate meetings. A person shall be designated by the Committee at each meeting who shall record minutes of the meetings for use by the Committee members. Such minutes shall indicate, when appropriate, target dates for responses to issues raised at the meetings. It is understood that these minutes shall not be posted on bulletin boards.
- (e) Should the voluntary presence of another Medical Center employee at any Staffing/Advisory Committee meeting be desirable, either the Medical Center or ONA may so request.

Section 3. The Medical Center requires as a condition of employment that each person employed in the position of staff nurse must be registered and licensed to practice as such in the State of Ohio, and requires verification of such license.

Section 4. Nurses shall have the right to review their own personnel folders (which includes both formal and informal records/folders) provided request to do so is made in advance and the review is in the presence of a designated Human Resources Department representative or the Department Director. Employee personnel records are considered confidential and will be maintained in a secure fashion when not in use. All job related medical records will be maintained by Human Resources or the Employee Health Department in a secure fashion when not in use.

Section 5. Registered nurses will be evaluated annually, on or before a predetermined date to be established no later than January 1st of each calendar year, but no more than 13 calendar months from the preceding assigned date. Each nurse shall be given a copy of her annual evaluation. If a nurse is absent (due to LOA, FMLA leave, etc.) at the time the annual evaluation is due, it will be issued no more than thirty (30) days after her return to work. Nurses will be evaluated by their Director, with input from

individual(s) with direct knowledge of the nurse's practice. Self evaluations may be utilized as part of the evaluation process.

Section 6. Nurses attending Hospital inservice programs at the request of the Medical Center will be granted time off without loss of pay during scheduled work hours or will be paid at their regular rate of pay for time spent if they are requested to attend during off-duty hours. Prior to being expected to use new equipment in any nursing unit or department, nurses will receive appropriate inservice training regarding safe operation and related nursing function. The Medical Center will use its best efforts to ensure that no nurse is deprived of needed inservice programs.

Section 7. All nurses who have completed six (6) months continuous service shall be eligible to attend, without loss of pay, meetings or seminars which are approved by the Medical Center as being of benefit to the Medical Center and the educational development of the nurses involved. The number of nurses who are authorized to attend any said seminar or meeting will be determined by the Medical Center and will be contingent upon the staffing needs at the time, as determined by the Medical Center.

Section 8. The Medical Center will provide the local unit chair, within five (5) working days of the request the most recent staffing pattern for a specified unit.

It is understood that staffing pattern information is not to be interpreted as indicative of minimum levels of acceptable staffing. Such information is not absolute and is budgetary in nature and the number of staff shown in the staffing patterns may deviate on a daily basis depending on patient acuity, census, and the availability of employees to staff the particular units.

It is further understood that the right to determine staffing patterns as described in Article 2, Section 1 is solely a management right.

However, this shall not violate the provisions of Article 1, Section 8.

Section 9. The Medical Center shall provide the ONA chairperson an up-to-date copy of the current Medical Center Human Resources Policies and work rule changes that apply to nurses. A communications book shall be maintained on each unit to contain posted memorandums, unit specific procedures, and other informational notes. Nurses will be updated on new and revised policies via unit meeting minutes, which they will be required to review and sign. The AGMC Intranet will become a primary source of

policy and procedure information once it is fully developed and nurses have been inserviced on its use.

ARTICLE 4

Probationary and Orientation Period

Section 1. Newly employed nurses shall be considered to be on probation for a period of two (2) calendar months after the completion of their orientation, which period may be extended by the mutual agreement of ONA and the Medical Center. The probation period shall not exceed five (5) months from the nurse's date of hire. The Medical Center shall notify ONA quarterly of the date on which a newly employed nurse completes her orientation. During or at the end of the probationary period, or extension thereof, the Medical Center may terminate the nurse and such termination shall not be subject to the grievance procedure in this Agreement.

Section 2. A nurse shall have no seniority rights during the probationary period or any extension thereof, but upon successful completion of the probationary period, seniority shall be computed from the last date of hire.

Section 3. Orientation Periods. Orientation periods for newly employed and re-employed nurses will be conducted by the Medical Center as hereinafter specified:

- (a) Orientation periods for nurses employed in departments or other facilities of the Medical Center covered by the terms of this Agreement, other than the Nursing Department, shall be as prescribed by the Department Director responsible for its operation. The provisions of each orientation period shall be individually determined and prescribed by the Department Director. Copies of current orientation period outlines will be provided to the chair of the local unit with annual updates furnished if necessary.
- (b) Orientation periods for experienced nurses employed in the Nursing Department shall be individually determined, designated, and prescribed by Nursing Management so as to meet the educational and orientation needs of each practitioner and which takes into account an evaluation of her demonstrated experience and ability as well as the overall requirements of the service to which she will be assigned. Each such orientation shall be personalized as to time period and content.

- (c) The orientation periods for newly graduated nurses shall be a minimum of 240 hours as provided under Sections 4, 5, and 6 of this Article. Within the first month of the second phase of orientation, new graduates and a preceptor will be excluded from staffing for one (1) shift and instead shall be assigned to tasks and duties tailored to meet the specific needs of the orientee(s). Up to two (2) orientees from the preceptor's unit may be assigned to her for patient care experience during this shift.

Section 4. First Phase of Orientation Period. Initially, the new graduate and the newly employed experienced nurse will be assigned to the Staff Development Faculty (class lecture and demonstration) for general orientation with respect to Medical Center policies; standard operating procedures of the Nursing Department including charting and patient records; a Medical Center tour including ancillary service departments and specialty units, the interrelationships of Medical Center departments; medications, disaster plan, fire plan, stat page, resuscitation, computer orientation and specialty and emergency equipment.

Section 5. Second Phase of Orientation Period. For the remainder of this phase, the new graduate and the newly employed experienced nurse will be assigned on a limited participation basis to the unit of the nurse's prospective full participation assignment on the day shift. The new graduate and the newly employed experienced nurse will be assigned during this phase so as to acquire experience in the provision of patient care.

Recognizing the importance of individual abilities, this phase may be extended by the Medical Center.

Section 6. Third Phase of Orientation Period for Newly Graduated Nurses and Newly Employed Experienced Nurses. During this phase the new graduate and newly employed experienced nurse will be assigned to the shift and unit of the nurse's prospective full participation assignment. The new graduate and newly employed experienced nurse will function on an increasingly independent basis under the direct and close supervision by the Director and the staff development instructor. Recognizing the importance of individual abilities, this phase may be extended by the Medical Center.

Section 7. During the orientation period, a new graduate or newly employed experienced nurse shall have a minimum of three (3) conferences with the Director, the preceptor, and the staff development instructor. A quorum for these meetings will consist of the orientee, her preceptor, and the

Director or designee. Staff development will attend at least two (2) of the three (3) meetings. Those not in attendance at the meetings must submit written feedback. The orientee may request full attendance at the next meeting. The first of such meetings will include an assessment of the preceptor/orientee relationship, a review of the orientation-training schedule, and meeting schedule. The participants at this meeting shall also review the parties' goal to minimize the number of preceptors and that the orientee may contact the Director if the number of preceptors becomes a concern. It will be explained to the orientee at this meeting that the Medical Center policy restricts her from being floated to another nursing unit for three (3) months, except for nurses in critical care units, who will not be required to float to another nursing unit for six (6) months after orientation. Before a nurse leaves orientation, the final orientation sign-off conference must take place.

Section 8. When a nurse is transferred to:

- (a) Same unit but different shift, she will have a minimum of one (1) full shift of orientation. In case of orientation to charge duty, a minimum of eight (8) hours orientation shall be provided to a nurse beyond the shift orientation.
- (b) Same service but different unit will have a minimum of two (2) full shifts orientation.
- (c) Different service will have a minimum of two (2) full shifts orientation.
- (d) This orientation period may be extended or reduced by mutual agreement of the nurse and the Director. Requests for extensions shall not be unreasonably denied.

Section 9. For any absence during the second or third phase, makeup time will be determined by the Director. During the first phase of the orientation period, the chairperson of the local unit, or a designee, will be given the opportunity to meet with the group of orienting nurses for a sixty (60) minute meeting for the purpose of ONA orientation. This group shall include all newly hired nurses, O.R., etc. covered by this Agreement.

Section 10. The parties recognize that it is preferable to minimize the number of preceptors assigned to each orientee. The parties further recognize that it is preferable to have experienced nurses serve as preceptors whenever possible. As they are needed, Medical Center will conduct preceptor review inservices.

Section 11. A nurse in OR orientation will not be scheduled to work overtime or additional hours and will not take call in the area in which she is being oriented.

ARTICLE 5

ONA Membership

Section 1. All nurses presently employed in the position of staff nurse who belong to the Ohio Nurses Association shall as a condition of employment maintain their membership in good standing with ONA and the Professional Staff Nurse Association (hereinafter in this agreement referred to as PSNA). All new employees in the position of staff nurse shall be required as a condition of employment, to become members no later than the thirty- first (31st) day after employment and shall maintain their membership in good standing.

Section 2. All nurses employed in the position of staff nurse who were not members or required to become members of the ONA prior to the execution of this collective bargaining agreement shall as a condition of employment choose to do either of the following by December 17, 1980:

- (a) Become a member of the ONA and PSNA and tender the appropriate dues as explained in Article 6, Dues Deduction.
- (b) Contribute a sum of money equal to the amount of dues paid by ONA and PSNA members to charity. Such charitable organization shall be determined by the Ohio Nurses Association Local Unit. The Medical Center shall collect such monies either by payroll deduction or by direct payment and forward it to the designated charitable cause. The ONA will be furnished quarterly, by the Medical Center, an accounting of all funds collected and disbursed as referenced above in this Section.

To the extent applicable this Article has been amended by the Memorandum of Agreement contained in Appendix D.

ARTICLE 6

Dues Deduction

Section 1. The Medical Center will deduct from the first pay received each month the periodic membership dues or service fee authorized by ONA and PSNA and promptly remit same to the ONA and PSNA, providing the nurse has signed the dues or service fee authorization form as provided by ONA and PSNA and attached hereto as Appendix A. If a nurse has no earnings during the first pay period, ONA and PSNA will arrange collection of dues or service fee for the month in question directly with the nurse.

Section 2. ONA and PSNA agree to indemnify and save the Medical Center harmless from any action arising from the deduction of any dues or service fee as provided in this Article once the dues or service fee have been deducted and have been transmitted to ONA and PSNA.

Section 3. Deductions provided in this Article shall be transmitted to ONA and PSNA no later than the tenth (10th) day following the dues or service fee deduction. The Medical Center will furnish ONA and PSNA, together with its check for ONA dues or service fee, or PSNA dues or service fee, an alphabetical list of all nurses whose dues have been deducted.

Section 4. The Medical Center shall provide the unit chairperson of PSNA and ONA, twice each month but no later than two (2) working days after such information is received by Labor Relations, with a list that will indicate new hires, promotions, leaves of absence, terminations, and resignations.

Section 5. Within twenty (20) days of the effective date of this Agreement and in January and June of each year the Medical Center will furnish ONA and the chairperson of the local unit with a complete list of all nurses covered by this Agreement, showing address, rate of pay, social security number, and date of hire, provided that the nurses furnish the Human Resources Department with their addresses.

Section 6. Dues or service fee deduction are not mandatory. Registered nurses may make direct payment to ONA or PSNA if they so choose.

ARTICLE 7

ONA Activity - Visitation - Bulletin Board

Section 1. Representatives of ONA may enter the Medical Center for the purpose of meeting with Medical Center representatives under the grievance procedure provided herein, or for purposes related to ONA's educational activities with the permission of the Medical Center Vice President of Human Resources, or his designee. Such representatives shall be subject to regulations applicable to non- employees and to such other regulations as the Medical Center may establish, and shall not interfere with the work of any nurse or the operation of the Medical Center.

Section 2. During the years in which there are no contract negotiations, the Medical Center shall pay representatives of ONA up to two hundred sixteen (216) hours for their representational activities. Such representational activities shall include any time spent representing nurses in discipline related meetings; for all activities related to the grievance procedure set forth in Article 10; participation in orientation as set forth in Article 4, Section 9; and any other miscellaneous representation activities. Participation on various committees such as Staffing/Advisory Committee (as defined in Article 3) or the Environmental Safety Committee shall not be charged against ONA hours.

During years in which negotiations are held, the Medical Center shall pay for up to an additional five hundred (500) hours to be utilized for ONA Negotiating Committee members. Nurses will be paid at their current rate with any shift differential, if applicable. ONA representatives shall clock in and out on the designated cost center for all time spent on representational activities. The Medical Center will supply the ONA a monthly list of ONA hours utilized.

Section 3. Members of the negotiating committee shall be excused from duty each day of negotiations. Those members scheduled the night prior to negotiations (7p – 7a and 11p – 7a shifts) shall be excused from duty if negotiations are scheduled to begin in the morning on the day their shift ends. Labor Relations shall notify the committee member's Director of the negotiating schedule. Nurses who choose to work any day of negotiations either before or after the negotiating session, may arrange to do so with their immediate supervisor. Committee members may elect payment for their regularly scheduled hours from ONA hours as set forth in Section 2 of this

Article. They may also choose to have any regularly scheduled day missed due to negotiations marked as LOAA or PTO, or they may ask to have their schedule adjusted so as to work their normal number of scheduled days in the week as long as payment does not exceed usual work hours. Time spent in negotiations will count as time worked for all benefit purposes. Expense of any meeting room outside the Medical Center will be shared by ONA and the Medical Center if mutually agreed upon in advance.

Prior to the work schedule being completed, nurses involved with ONA negotiations may make a request for specific days to be scheduled either as work or non-work days. Directors will make every effort to accommodate those requests. When a nurse has not requested a specific schedule involving negotiation days, or the Director has not automatically scheduled the nurse to work on each negotiation day, then the normal schedule pattern should be utilized.

When a nurse is scheduled on duty on a day that is a negotiation day, but elects to be paid pursuant to the terms of Section 2 of this Article, she may receive her regular rate of pay for all hours she was scheduled to work.

Nurses will not have to arrange their own replacements when taking LOAA or PTO for negotiation purposes.

Section 4. The Medical Center will permit local unit meetings to be held on Medical Center premises, provided approval is requested in advance and that adequate meeting space is available. Request for space will be made through the Labor Relations Director and ONA agrees to pay fifty percent (50%) of the reasonable and customary fee for such rental.

Section 5. The Medical Center will provide ONA with a bulletin board in the Staffing Office, Surgical Services area and each building on the main campus where ONA nurses are working. The bulletin boards shall be used only for notices concerning ONA meetings or other business, or ONA social, recreational or educational matters. There shall be no notices or literature posted on the bulletin boards which contain anything political, controversial or critical of the Medical Center. The ONA will be permitted to post meeting notices on unit bulletin boards. Literature will not be distributed during working hours or in work areas. The Medical Center reserves the right to immediately remove from the bulletin board any notice or literature posted in violation of this Article. The ONA shall have the right to file a grievance at the third step to protest such removal.

Section 6. If the Human Resources Department should place bulletin boards in the Ambulatory Care Center and/or the Physicians' Office Building, the ONA will be provided a bulletin board in those buildings.

Section 7. The Medical Center will provide space on its premises for an ONA file cabinet.

ARTICLE 8

Seniority

Section 1. Seniority is the standard whereby a nurse exercises rights provided by the terms and conditions of this Agreement. As a standard, seniority is both equitable and highly individual. It is the most practical measure for the exercising of a nurse's rights. A nurse shall have no seniority during the probationary period or an extension thereof, but upon successful completion of the probationary period in accordance with Article 4, Section 1, seniority shall be computed to the last date of hire.

Section 2. Seniority is defined as the length of time a nurse has been continuously employed by the Medical Center dating from the most recent date of hire.

Section 3. All seniority shall be broken and employment terminated when a nurse:

- (a) Resigns or retires.
- (b) Is discharged for just cause.
- (c) Exceeds an approved leave of absence contrary to the terms of this Agreement.
- (d) Is absent for three (3) consecutive working days without notifying the Medical Center, unless proper excuse is shown.
- (e) Is off the payroll for twelve (12) consecutive months.
- (f) Is terminated in violation of Article 26, No Withdrawal of Nursing Services and No Lockout of this Agreement.
- (g) Fails to report for recall in accordance with the notification of recall provision of Article 25.

Section 4. The Medical Center will provide a chronological listing of nurses' seniority to be posted in specific areas of the Medical Center within ten (10) days after the effective date of this Agreement. Within twenty-five (25) days after the posting, nurses have the opportunity to verify their

seniority date with the Human Resources Department and the revised list shall be promptly compiled and reported as the initial and master seniority listing agreed to by the parties. Nurses on leaves of absence or PTO will have an opportunity to verify their seniority date twenty-five (25) working days after their return to work. The master seniority list is not subject to revision except when the error is verified. After Pay Periods No. 9, 18 and 26, the Medical Center will provide and post a revised seniority list. The final seniority list of the year (Pay Period No. 26) will be made available after all year-end processing has been completed.

Section 5. Annually, each nursing unit will receive a list of seniority hours for all nurses on that unit. This list will be made available to nurses on that unit for their review at all times.

Section 6. Bargaining unit nurses who terminate their employment and who are subsequently rehired as bargaining unit nurses will receive credit for all previous seniority from the most recent date of hire, if they are rehired within one (1) year. If they are rehired after one (1) year of separation, they will receive credit for all previous seniority from the most recent date of hire, after having been rehired for one (1) year. Such credit will be applicable to step increases, pension, PTO entitlement, and service awards but not for seniority for layoff or bidding purposes.

If a nurse leaves the bargaining unit but does not terminate employment, she may utilize her previously accrued ONA seniority hours to bid back to a bargaining unit position. This paragraph does not apply to nurses who break their seniority and remain on a PRN status.

Section 7. A nurse who leaves the bargaining unit, but does not break service and does not leave the employment of the Medical Center shall not accumulate any bargaining unit seniority. Upon returning to the bargaining unit without a break in service with the Medical Center, the nurse would only receive seniority hours for previous bargaining unit service. Time spent in any non-bargaining unit position shall not count toward bargaining unit seniority.

Section 8. Employees coming from other jobs within the Medical Center, upon entering the ONA bargaining unit as staff nurses, shall not lose any benefits which they previously accrued. Those employees who have not accrued PTO and/or STD shall be treated as new employees for entitlement to those benefits.

ARTICLE 9

Discipline

Section 1. The Medical Center shall have the right to discharge, suspend or otherwise discipline any nurse for just cause. In addition, the Medical Center will consider the nurse's length of service and severity of the incident or infraction.

Section 2. Nurses will be offered the opportunity to have ONA representation when disciplinary action is taken or when an investigation may lead to discipline. ONA representation shall consist of a local unit officer, unit representative or grievance committee member of the nurse's choice. No nurse or group of nurses shall be refused ONA representation when meeting with management when the nurse or nurses believe that the purpose of the meeting is for disciplinary reasons. During the course of a meeting with management if the topic turns to discipline, the nurse or nurses involved may require that the discussion cease until obtaining appropriate ONA representation. Both the nurse and the representative will sign the Disciplinary Action Memorandum attesting to the receipt thereof and be given a copy. A copy will also be given to the ONA unit chairperson and the grievance committee chairperson. If the nurse declines representation, the representative will serve as a witness only and will sign the Disciplinary Action Memorandum. For purposes of this section, "disciplinary action" includes verbal and written warnings, suspension/final written warning, and discharge.

When a nurse is given a suspension/final written warning or discharged, the unit chairperson of the ONA, or her designee, will be notified by voicemail or email by the Labor Relations Department or Nursing Director within twenty-four (24) hours of the issuance of the discipline. A letter will be delivered to the unit chairperson of the ONA/PSNA and a fax to ONA headquarters subsequent to the notification.

Section 3. Disciplinary action shall be taken within a reasonable time period following management's knowledge of the incident and shall be in accordance with the seriousness of the offense and the type of rule or regulation broken. The Medical Center and ONA agree that the basic purpose of discipline is corrective and not punitive; therefore, discipline shall be progressive. The usual progression of discipline will be as follows: verbal warning; written warning; final written warning or suspension; and termination. The seriousness of the offense will determine at which step of the progressive discipline procedure disciplinary action will be taken. Case

Management may be recommended to a nurse disciplined for absenteeism at the time discipline is issued.

Section 4. The Medical Center recognizes the right of a nurse to appeal disciplinary action through the grievance procedure provided for in this Agreement. The reasonableness of any work rule may be appealed by ONA on behalf of the nurses through the grievance procedure.

Section 5. The ONA unit chairperson and the chairperson of the grievance committee will receive copies of all Disciplinary Actions that are issued to non-probationary employees. No Disciplinary Action Memorandum that is more than a year old shall be used for the next step of the Discipline Procedure except in the event of a leave of absence as described in Article 20, Section 7(i). After the one (1) year period, all copies of the disciplinary action shall be removed from the employee's personnel file and shall not be taken into account for progressive disciplinary purposes. Copies may be retained and used for Risk Management purposes only.

ARTICLE 10

Grievance Procedure

Section 1. The term "grievance" is defined as a disagreement or difference between the Medical Center and a nurse or the Medical Center and ONA concerning the interpretation and/or application of any provision of this Agreement and/or amendments to the Agreement. The term "working days" as utilized in this Article shall be defined as Monday through Friday, exclusive of national holidays recognized in Article 18 and is not dependent upon the days any individual is scheduled to work. When any such grievance arises, the following procedure shall be observed:

Step 1. Before filing a grievance, nurses are encouraged to address their issues with their Director. A nurse having a grievance may present it orally or in writing to the Director, either alone or accompanied by an ONA representative if so desired. The grievance must be presented within five (5) working days after the nurse has knowledge of the event upon which the grievance is based. The Director shall give an answer within five (5) working days from the date the grievance was presented and the answer may be given orally or in writing. The nurse may be accompanied by an ONA representative when receiving the answer, if so desired.

Step 2. A grievance which is not resolved in Step 1 shall be reduced to writing on the grievance form, a copy of which is attached hereto as "Appendix B." The written grievance shall be completed with sufficient detail to enable the Vice President of Nursing or the Vice President of Clinical/Support Services, or designee, to investigate and answer the grievance and shall be signed by the nurse and ONA representative. This written grievance shall be filed with the Vice President of Nursing or the Vice President of Clinical/Support Services, or her designee, within five (5) working days after the Director has given the answer in Step 1 of this procedure.

The Vice President of Nursing or the Vice President of Clinical/Support Services, or designee, shall meet with the grievant and the grievant's representative within five (5) working days after their receipt of this grievance. The Vice President of Nursing or the Vice President of Clinical/Support Services shall answer the grievance, in writing, within five (5) working days after the parties' last meeting. A representative of the ONA may be present at this step if so desired.

The ONA representative shall make every effort to personally deliver the grievance to the management person closest to the problem so that the grievance may be given a prompt response.

The Medical Center shall make every effort to personally deliver the written response to the grievant and the grievance committee representative.

Step 3. A grievance which is not resolved in Step 2 of this procedure may be appealed by the unit ONA Grievance Committee by submitting the grievance to the Labor Relations Director of the Medical Center, or his designee, within five (5) working days after the Vice President of Nursing or the Vice President of Clinical/Support Services has given an answer in Step 2 of this procedure. The Vice President of Human Resources, or his designee, of the Medical Center and the ONA Grievance Committee, consisting of not more than four (4) members, will meet at least monthly, when necessary, the express purpose being to process grievances in an effort to secure a prompt and fair disposition of the grievance in this step of the grievance procedure. A representative of the ONA may be present at this step if desired. During the presentation of the grievance, the aggrieved nurse and the management representative may be in attendance. The nurse and the management representative will be excused before the

discussion between the Grievance Committee of the ONA and the Medical Center takes place.

No later than five (5) days prior to a Step 3 meeting, the ONA shall submit to the Labor Relations Office an agenda stating which nurses need to be excused from duty to attend the grievance meeting and also stating the specific grievances to be discussed at the meeting as well as any other topics to be brought up for discussion by ONA on the day of the meeting.

The Medical Center will release up to four (4) members of the grievance committee, plus a chairperson of the ONA local unit who are scheduled to work on the day of a Step 3 grievance meeting. Members of the grievance committee may elect payment for their regularly scheduled hours on that day from the ONA hours as set forth in Article 7, Section 2.

Other members of the committee may be present at the discretion of the ONA, however, they should arrange to be present on their own time.

The Medical Center shall give its answer to the grievance within five (5) working days following the grievance meeting, with copies to the ONA unit chairperson, grievance committee chairperson, the nurse, and the Vice President of Nursing or Vice President, Clinical and Support Services.

Step 4. Any grievance which is not satisfactorily resolved at Step 3 may be submitted to arbitration upon the request of ONA. A request for arbitration must be made, in writing, within ten (10) working days after the Medical Center has given its answer in Step 3.

Section 2. The grievance shall be heard by the next arbitrator on a rotating permanent panel of no less than seven (7) arbitrators established by the parties. If that arbitrator is not available to hear the grievance within three (3) months of sending a request for dates of availability for a hearing, the matter shall be heard by the next arbitrator in the rotation. The parties also agree that each side, once during the life of the agreement, may delete one (1) arbitrator from the panel. The parties shall then exchange lists of five (5) potential arbitrators to replace such arbitrator and if there is no agreement in such lists, names shall be alternatively struck until only one (1) name remains, with the party not requesting replacement of the arbitrator striking first.

The hearing shall be held in the vicinity of Akron, Ohio. In the intervening time between scheduling and hearing the arbitration, the parties may mutually agree upon non-binding mediation with the Federal Mediation and Conciliation Service.

Section 3. The time limitations provided for in this Article may be extended by mutual agreement of the parties.

If a grievance is not advanced from one step to the next by ONA within the time limit set forth in the procedure, the grievance shall be considered settled on the basis of the Medical Center's last answer to the grievance. The failure of the Medical Center to timely answer a grievance within the time limit set forth herein shall constitute the Medical Center's acceptance of the grievance based upon the relief or remedy requested therein.

The Medical Center's liability for back pay shall not exceed twelve (12) months from the date of a nurse's discharge. This back pay limitation may be extended for the period of time that the Arbitrator exceeds the thirty (30) day time limitation set forth in Section 7 of this Article.

Any disposition of a grievance between the Medical Center and ONA shall be final and conclusive and binding upon all nurses, ONA, and the Medical Center.

Section 4. A grievance which affects more than one nurse and which arises from the same event or set of facts may be presented by the ONA representative or ONA initially at Step 2 of the grievance procedure. Such a grievance must be presented within ten (10) working days after the ONA representative has knowledge of the occurrence of the event upon which the grievance is found.

Section 5. Grievances alleging wrongful discharge, suspension or final written warning, or newly instituted Medical Center policies which may be in conflict with the Agreement shall be presented initially at Step 3 of the grievance procedure. Wrongful discharge grievances must be heard at Step 3 within thirty (30) calendar days of the nurse's termination.

Section 6. A nurse or group of nurses, or ONA, on behalf of a nurse or group of nurses, shall grieve wage rates only to the extent that the Medical Center is not paying an agreed rate.

Section 7. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some express term or provision of this Agreement and he shall decide the same in accordance with the express terms thereof, and shall not have the power to add to, subtract from or modify such express terms. When dealing with grievances under this Agreement the Arbitrator shall at all times respect both the welfare of the nurse and the environment, functions, and needs of the Medical Center. The decision of the Arbitrator shall be final and binding on the parties. The fees and expenses of the Arbitrator shall be shared equally by the Medical Center and ONA. The decision of the Arbitrator shall be issued within thirty (30) days of either the close of the hearing, or the agreed upon date for submission of parties' briefs, whichever is later.

Section 8. Grievances may be processed hereunder during working hours if there is no interference with the operational needs of the Medical Center.

ARTICLE 11

Employment

Section 1. No new or additional nurses shall be employed by the Medical Center until it first offers employment to those of its nurses who may then be on layoff status in accordance with the seniority and layoff and recall provisions of this Agreement.

Section 2. There shall be no discrimination either by the Medical Center or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, national origin, sex, age, marital status, handicap, sexual preference or on account of membership or activity on behalf of ONA. The ONA and the Hospital agree that the parties will evaluate action to be taken on a case-by-case basis in compliance with the Americans with Disabilities Act. The parties agree that there shall be no discrimination in violation of federal or state statutes or regulations.

Section 3. The Medical Center shall fill vacancies for positions outside the bargaining unit by first considering the desires, qualifications, skills, experience, and abilities of personnel presently employed. It is the Medical Center's prerogative to select the most qualified candidate for vacancies outside the bargaining unit. When such vacancies occur, a notice will be posted five (5) working days and interested nurses may make application; however, the vacancy will be filled on the basis of the above provisions. A promoted nurse shall be given a thirty (30) working day period of time

within which to qualify in her new position. In the event she does not qualify, she shall be returned to her former position without loss of seniority. When a nurse has been in a non-bargaining unit position more than thirty (30) working days and then returns to the bargaining unit position her salary rate and benefits will reflect the number of hours worked and payroll status as if she had remained continuously in the bargaining unit.

Section 4. When a staff opening or new position in the bargaining unit occurs, and the Medical Center desires to fill the position, the Medical Center shall electronically post a notice of the opening which shall state the position, the department, the unit, the section, and shift in which the opening exists, and the time that bidding will be closed. Such notice shall remain posted for seven (7) calendar days. Nurses who wish to be considered for the opening shall bid electronically by the end of the posting period.

- (a) New graduates (defined for purposes of this section only as RNs with less than one [1] year experience) may be hired into ED, ICU (MICU/SICU), CCU, PCU, and PICU and will comprise no more than thirty-three percent (33%) of the nurses in the off shifts in those units. A semi-annual report of hires, status (i.e., new graduate) and percentage of new graduates to experienced RNs for each of the above units will be provided to PSNA/ONA.
- (b) Nurses bidding with less than one year employment at Akron General will have an individualized orientation based on the program being proposed for new graduates, recognizing that they will bring more skill and experience to their positions.
- (c) Staff nurses must have a minimum of six (6) months of nursing experience before they can bid on any position in the following areas: PACU, CSU and critical care float, unless otherwise determined by ONA and nursing management. Upon thirty (30) days notice to ONA, the job posting and bidding process may be converted to an exclusive electronic process.

Section 5. All applications filed within the time limits set forth above shall be reviewed by the Medical Center and the position shall be awarded to the most senior nurse within ten (10) working days as follows:

According to seniority considering first all bids from the unit with the posted vacancy. In the event that the most senior person bidding from another unit has fifteen thousand (15,000) hours seniority or more, that bid will override a unit based bid with less seniority. If there are no unit-based bids the

vacancy will be filled by the most senior person bidding from another unit. Float nurses will be in the float pool unit and will also have the opportunity to designate annually one other unit where they are fully qualified to practice in which to have unit-based bidding privileges. That annual unit-based choice will be made at the time the float nurse enters the float pool and by March 1 of each subsequent year.

The seniority ranking of a nurse for the purposes of this Article shall be based upon hours listed in the current seniority list at the time the position was posted. In the event of more than one top bidder with identical seniority hours on the most recent seniority list, the position will be awarded to the bidder with the earliest hire date; in the event of identical hire date, seniority will be calculated as of the date the position was posted. The unit chair will receive notification of the position awarded. Nurses will receive notification of the position awarded.

The top five (5) bidders in the order described below are required to contact Human Resources, Nursing Recruitment within two (2) business days following the close of the bid:

- Category I – greater than 15,000 hours in seniority order
- Category II – unit based bids in seniority order
- Category III – all others in seniority order

Bidding activity sorted as above is available on line the next business day following the close of the posting.

Human Resources will notify the successful bidder within four (4) business days following the close of the bid.

If the first five (5) decline, Human Resources will commence contacting the remaining bidders in accordance with contract priority until the bid is awarded. Any bidder offered the job in this second wave will have two (2) business days to confirm acceptance unless he/she has submitted a pre-authorization.

A nurse may pre-authorize acceptance of the bid via electronic authorization. If a nurse fails to contact Human Resources or provide pre-authorization of acceptance within the time frames specified above, the Medical Center may then award the bid to the next eligible bidder.

Section 6. A nurse who is offered a position outside of her specialty must contact the Nursing Director of the unit to which she bid to arrange an

informational meeting where the expectations of the unit will be explained. The nurse will then have one (1) working day to inform the Director, Nurse Recruitment, as to whether she will accept the position. For the purposes of this section, the specialties are as follows:

Med surg/telemetry
Cardiac/CV telemetry
Critical Care/PACU/ED
OR
Psychiatry
New Life Center
Outpatient/ACC/PSU
Oncology (in and out patient)

If the successful bidder fails to qualify in her new position within four (4) weeks after the orientation period or three (3) calendar months of starting the position, whichever is shorter, she will have the option of either returning to her former position or bidding on an open position. Any nurse who transferred as a result of the first transfer, etc., shall be returned to her former position.

With the exception of on-unit bidding, nurses who have a written warning or higher, for a work rule/practice violation or for an absenteeism/tardiness violation, shall not be eligible to bid for six (6) months from the date of issuance.

Section 7. Successful bidders will be transferred to the bid position as soon as is reasonably possible but not to exceed four (4) weeks. Such transfer will be made effective at the beginning of a pay period and within the time frames specified above. Any extension of this time frame may be made by agreement with both directors impacted by the transfer and the employee, not to exceed a maximum of three (3) months from the date of award.

Once starting the new position, a successful bidder will be eligible for unit based bidding however will not be eligible to bid to an open position on another unit for a period of six (6) months from the date of starting the new position. A nurse is considered to have started the new position on the date she first reports to work on that unit.

Nurses successfully bidding into a critical care area (ED, ICU [MICU/SICU], PCU, CCU, CSU, PACU, Critical Care Float, PICU) or a cardiac telemetry unit (3100, 4200A and 4200B) are eligible for unit-based bidding upon starting the new position. A nurse accepting a telemetry

position may bid into a critical care position after six (6) months, otherwise, she must remain in telemetry for twelve (12) months from the date of starting such new position. A nurse accepting a critical care area position must remain in that area for twelve (12) months from the date of starting such new position.

Section 8.

- (a) OR positions will be filled attaining an annual ratio of seventy-five percent (75%) experienced OR nurses if available and twenty-five percent (25%) inexperienced. After starting a position in the OR a nurse shall not be eligible for re-bid outside the OR for a period of two (2) years (including the orientation period). A nurse may change payroll status or shift within the department six (6) months after starting the position. If a nurse currently working in the OR changes her payroll status or shift this change shall not count as a position filled. This will be accomplished by a two (2) day posting within the department.
- (b) New Life Center and ED positions will be filled attaining an annual ratio of twenty-five percent (25%) experienced and seventy-five (75%) inexperienced. If a nurse currently working in the New Life Center or ED changes her payroll status or shift, this change should not count as a position filled.

Section 9. Newly employed nurses shall be hired for the shift on which a vacancy exists and must remain on their unit for one (1) year, unless this requirement is waived by mutual agreement of the parties.

Section 10. A nurse interested in learning more about a unit with the intent of possibly bidding to that unit in the future may interview with the Director of the unit who will plan a learning experience with the nurse to help her evaluate her interest. That may consist of access to classroom instruction and/or clinical observation on the nurse's own time. The Director of the unit will facilitate the use of PTO or LOAA time for this experience if desired. When space is available, nurses will be permitted to attend classes in specialties other than the one in which they currently work.

A nurse who bids to a new area of specialty where she has within the past six (6) months taken the entire core curriculum on her own time and passed

the competency exams will be reimbursed for her previous class time in the following way:

Fifty percent (50%) of her classroom hours will be paid at her current rate of pay after she has successfully retested for her competency, completed orientation and qualified as an RN for that unit without further classroom instruction.

ARTICLE 12

Termination of Employment

Section 1. A nurse who resigns shall give the Medical Center two (2) weeks notice in writing addressed to her Director or other immediate supervisor specifying the last date that she will actually work. The nurse shall have five (5) working days to rescind this resignation.

Section 2. The nurse giving such notice will be permitted to work the period specified. Should the Medical Center terminate her prior to the completion of the two (2) week period, she shall be paid her regular rate for the remainder of the period.

Section 3. A nurse will receive her final check, which will include all unpaid PTO, on the next regular payday. Nurses who call off ill after submitting their resignation may be required to report to employee health for verification of said illness. Failure to comply with this request may result in the non-payment of STD.

Section 4. Nurses are required to return all Medical Center property on the last actual workday worked before receiving their final check.

ARTICLE 13

Pay Period, Hours of Work, and Overtime

Section 1. The normal work schedule for all regular full-time eight (8) hour nurses covered by this Agreement shall be at least seventy-two (72) working hours a pay period of fourteen (14) days, exclusive of time allotted for meals, except as provided for in Section 2. Each workweek begins with the day shift commencing after 5:30 a.m. each Sunday and ends with the beginning of the day shift each following Sunday morning. The Medical

Center reserves the right to schedule nurses' workdays and shift, and to designate and/or change the starting time of all shifts, in accordance with current practice. The Medical Center will schedule weekend work on a just and equitable basis consistent with the need for adequate staffing for proper patient care.

Section 2. All nurses shall be allowed a period of not less than thirty (30) minutes without pay for a meal break during a shift of work except those nurses whose presence is required at their duty station during their normal meal period. Any nurse who is required to remain at her duty station during the meal period will be permitted a reasonable period of time to eat on the job and such nurse will be compensated for that meal period as time worked, or excused early as authorized by the Director or other immediate supervisor.

Section 3. Schedules of the nurses' workweek shall be posted in their department at least fourteen (14) days in advance. Deviations from the posted schedule may be made in order to meet the operational needs or changes of the Medical Center. However, the Medical Center shall give the nurse notice in writing as to what the changes are at least two (2) days in advance (except those positions indicated as flexible schedule) and will also personally notify the nurse. Nurses within the same unit or section may change their work schedule as long as their Director or other immediate supervisor approves and the change does not result in overtime cost to the Medical Center. Nurses will have access to posted time schedules at all times.

Section 4. All nurses will be granted two (2) fifteen (15) minute break periods during each regularly scheduled work shift. Nurses working twelve hour shifts will be granted three (3) fifteen (15) minute breaks. The rest period for 12 hour nurses are set forward in Section 15c of this Article. The length of such rest periods shall not be abused. The rest periods will be scheduled by the supervisor as patient care schedules permit, but they may be scheduled immediately at the end of the work shift if mutually agreed upon by the nurse and the supervisor.

Section 5. Nurses shall be paid on the basis of time scheduled and/or recorded by their supervisor. In the case of error or dispute, the grievance procedure shall be followed.

Section 6. Nurses will be scheduled a Saturday and Sunday off at least every other weekend except in the case where a scheduled holiday falls on a weekend. The third shift "weekend" is defined as follows: "The nurse starts

work Thursday night and is released Friday morning, at which time the weekend starts. The weekend terminates Sunday night at the nurse's regular shift starting time. Nurses hired or transferred into a third shift position shall accept the weekend schedule posted for that position.

Section 7. The Medical Center may, in its discretion, assign and schedule without restriction, non-bargaining unit nurses as defined in Article 1, Recognition, to jobs, work centers, and duty stations necessary to fill a "vacancy" created by the absence of a bargaining unit nurse. The term "vacancy" includes PTO, leaves of absence, STD, holidays, jury duty, bereavement leave, daily absenteeism, and scheduling of weekends off for bargaining unit nurses. Such "vacancies" shall be filled according to the following procedure:

- (a) Nurses will have the opportunity to fill scheduled vacancies on their respective units before nurses from other units. The nurse desiring to fill any vacancy on her unit must sign on that unit's staffing vacancies list within ten (10) calendar days after the posting of time with a response within forty-eight (48) hours of the end of the ten (10) day period. Priority will be given to a nurse picking up the entire shift without the use of overtime. Nurses desiring to pick up the shift with a combination of nurses must arrange for the entire shift to be covered by unit-based staff in no less than four (4) hour blocks without the use of overtime. In this case, approval priority will be given to the combination using the fewest number of nurses to fill the entire shift.
- (b) Nurses wishing to work extra outside of their own units may sign up on that unit's staffing vacancies list within ten (10) calendar days after the posting of time. Work shall be assigned first to those nurses seeking non-overtime hours within their own units then by referring to the nurses from outside the unit. If more than one qualified person from outside the unit indicates availability for an assignment then the work shall be assigned in chronological order of sign up.

Section 8. Nurses may continue to trade shifts or arrange for their own replacements using bargaining unit nurses as long as each nurse is qualified to perform the necessary work, the Director and Staffing Office are notified in advance and the arrangement does not result in the payment of overtime to any nurse. If a qualified bargaining unit nurse is not available, a qualified PRN nurse may be used with approval of the Director/Staffing Office if the arrangement does not result in payment of overtime and the staffing needs are met, both in number and skill, to meet the needs of the patient population, as determined by the Medical Center. This includes coverage

for premium time hours, in which case the request shall not be considered more than two (2) weeks prior to the holiday.

If a bargaining unit nurse arranged his/her own coverage with another bargaining unit nurse, the covering nurse will be considered as his/her replacement and not as coverage for vacancies in the staff schedule.

Section 9. Overtime.

- (a) Nurses shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours scheduled and/or recorded by their supervisor which are worked in excess of eighty (80) hours in any pay period, or in excess of eight (8) hours worked in any one workday, provided however, that overtime payments shall not be duplicated for the same hours worked, nor shall STD be counted for such computation. Overtime hours shall be offered according to seniority and rotated fairly among the nurses.
- (b) For a flexible twelve (12) hour nurse, overtime will be considered any hours worked over twelve (12) hours in one twenty-four (24) hour period or over forty (40) hours in one week; provided, however, overtime payments may not be duplicated for the same hours worked, nor shall STD be counted for such computation.
- (c) For a ten (10) hour nurse, overtime will be considered any hours worked over ten (10) in one twenty-four (24) hour period or over forty (40) hours in one week. A ten (10) hour nurse must sign a waiver of overtime paid pursuant to the 8/80 provisions set forth in (a) in this Section.
- (d) The combination 12/8 hour nurse shall be paid at the rate of one and one-half (1-1/2) times her base rate for any hours worked in excess of forty (40) hours per week and/or any hours worked in excess of twelve (12) hours on a shift. A combination 12/8 hour nurse will be required to sign a waiver for a forty (40) hour week prior to being placed into a position.

Section 10.

- (a) An eight (8) hour nurse who's called in to work at other than her regular scheduled shift will be given at least four (4) hours of work or four (4) hours of pay at their regular rate including applicable overtime pay.

- (b) A flexible twelve (12) hour schedule nurse who is called in to work on a scheduled day off shall be guaranteed six (6) hours paid time provided time is confirmed within eighteen (18) hours of the start of the shift.
- (c) A ten (10) hour nurse who is called in to work on a scheduled day off shall be guaranteed five (5) hours paid time provided time is confirmed within eighteen (18) hours of the start of the shift.

Section 11. Nurses required to work two (2) complete consecutive shifts shall be paid for a thirty (30) minute lunch period during the shift or will be released early.

Section 12.

- (a) Nurses required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) for each day worked, or a portion thereof, until granted a day off. If an individual nurse requests to work more than seven (7) consecutive days without a day off and if the request is granted by the nurse's supervisor, the nurse shall not be compensated thereafter at time and one-half (1-1/2) for each day worked or portion thereof until granted a day off, except as otherwise required either by this Agreement or applicable law.
- (b) Flexible twelve (12) hour schedule nurses will work no more than three (3) scheduled twelve (12) hour days in a row unless requested and waivers are signed by the registered nurse making the request. Flexible schedule nurses required to work more than three (3) consecutive twelve (12) hour days without a day off shall be compensated at time and one-half for each day worked or portion thereof, until granted a day off.
- (c) A ten (10) hour nurse will work no more than four (4) scheduled ten (10) hour days in a row unless requested and waivers are signed by the nurse making the request. A ten (10) hour nurse required to work more than four (4) consecutive ten hour days without a day off shall be compensated at time and one-half for each day worked or portion thereof, until granted a day off.

Section 13. Nurses who are required to work more than eight (8) hours in any twenty-four (24) hour period shall receive time and one-half (1-1/2) for

all hours worked in excess of eight (8) within said twenty- four (24) hour period. The provisions of this Section may be waived on the request of an individual nurse and with the consent of the Medical Center. The Memorandum of Agreement dated 9-10-79 is incorporated into this Section by reference. A copy of this Memorandum Agreement is attached hereto and marked Appendix C. This section does not apply to positions referred to as flexible schedule, e.g., Option 12, Flexible 12, Option 10, Flexible starting time. The posting of a flexible position will indicate starting times may vary day to day. If the position is not posted, an explanation of the fact these hours may vary will be explained to bidders from the bid list. If the applicable aforementioned condition is met, the acceptance of the position shall be considered an agreement to this schedule.

Extra shifts of overtime or extra time in the OR, other than incidental or emergency overtime, shall be posted and awarded first to volunteers in order of seniority. If no volunteers are found, then overtime and staffing and scheduling vacancies may be covered by mandating by inverse order of seniority among nurses on the same type of shift (8, 10 or 12 hour shift). Mandated overtime shall be rotated on an equal basis.

Section 14. For the purpose of computing PTO pay and other benefits to which nurses may be entitled under this Agreement, all hours paid in a pay period shall be computed as hours worked. There will be a running total of hours paid year-to-date computed to the last date of the pay period on each nurse's paycheck.

Section 15. 12 Hour Flexible Scheduling.

- (a) Flexible twelve (12) hour nurses shall be paid on the basis of thirty-six (36) hours paid for thirty-six (36) worked and will be entitled to full-time benefits and seniority credit. Annually, each January, a nurse may elect in writing to be scheduled for an additional four (4) hours of work each week or may sign up weekly to pick up an additional four (4) hours through the “needs list”.
- (b) Semifull-time and part-time flexible twelve (12) hours nurses will be scheduled by the Medical Center to a maximum of two (2) twelve (12) hour flexible schedules per week with payment made on hours worked. It is not the intent of the semi-full or part-time flexible schedule programs to replace the full-time twelve (12) hour program providing said programs are in accordance with the provisions of the collective bargaining agreement.

- (c) A nurse working twelve hour shifts will be granted three (3) fifteen (15) minute breaks as follows: one forty-five (45) minute lunch break (consisting of a fifteen [15] minute paid break and a thirty [30] minute unpaid lunch period) and two fifteen (15) minute breaks.
- (d) Flexible twelve (12) hour shift positions will be posted and bid on as 7a to 7:30p and 7p to 7:30a. Flexible twelve (12) hour shifts with different starting times may be posted and bid in areas where patient volume increases significantly during certain hours, after notification and discussion with ONA.

Section 16. 10 Hour Shifts

- (a) Full-time nurses who accept ten (10) hour flexible schedules will be assigned to work four (4) ten (10) hour shifts per week with payment for forty (40) hours of work and full-time benefits. The shift shall include one thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute breaks.
- (b) A ten (10) hour nurse may replace herself on the schedule with any qualified nurse, provided overtime is not involved, so long as this is submitted in writing and signed by both nurses.

Section 17. Combination 12/8 Hour Shifts

- (a) The Medical Center may post and bid combination 12/8 hour shifts. A full-time combination 12/8 hour nurse shall be scheduled two (2) twelve (12) hour shifts and two (2) eight (8) hour shifts. A semifull-time combination 12/8 hour nurse may work any combination of twelve (12) or eight (8) hour shifts provided the nurse works less than forty (40) hours per week. When posting a combination 12/8 hour shift, the Medical Center will designate whether or not the holiday schedule shall be a twelve (12) hour or an eight (8) hour shift.
- (b) A combination 12/8 hour nurse may be scheduled every other weekend to work. The weekend days may be scheduled as either twelve (12) or eight (8) hour shifts, depending on the staffing requirements of the department.
- (c) A combination 12/8 hour nurse may exchange shifts with other eight (8) or twelve (12) hour nurses. Switching shifts may not result in the payment of overtime for either.

Section 19. Flex Option Twelve

Except as described herein, the rights and obligations of "Flex Option Twelve" nurses will be those of regular semi full-time staff nurses, including but not limited to the contract provisions relating to Retirement (Article 17) and Insurance Benefits (Article 16).

- (a) "Flex Option Twelve" employees will be paid eighteen (18) hours for each twelve (12) hour weekend shift worked.
- (b) For "Flex Option Twelve" employees only, the weekend will be considered Friday/Saturday nights, 7:00 PM to 7:30 AM or Saturday/Sunday nights 7:00 PM to 7:30 AM. Positions will be posted reflecting the weekend choices and employees will have to elect to work one schedule or the other.
- (c) "Flex Option Twelve" employees who wish to pick up additional time during the week will be paid as described in Article 13, Section 9b. If applicable, bonus dollars will be added for every four (4) consecutive hours worked in addition to the required flex option twelve weekend shifts.
- (d) "Flex Option Twelve" employees will accrue PTO and STD as applicable on all hours paid, including PTO, STD, bereavement leave, and / or Jury Duty.
- (e) STD for "Flex Option Twelve" nurses shall be earned on the same basis as all other nurses. When a nurse uses STD on a scheduled weekend workday she shall use the number of hours that she was scheduled to work. Nurses who have been STD may be required to submit to a physical exam before returning to work.
- (f) PTO hours earned for "Flex Option Twelve" nurses shall be determined by the nurse's cumulative length of continuous service prorated for total hours worked as they are related to 2,080 per year (Article 22, Section 1). When a nurse uses PTO hours on a scheduled weekend workday, she shall use the number of hours that she was scheduled to work. No more than two (2) consecutive weekends of PTO may be taken at one time. She may take up to seventy-two (72) hours of PTO in a calendar year. Any accrued PTO over seventy-two (72) hours will be paid to the nurse rather than taken as time off.

- (g) If a “Flex Option Twelve” nurse works more than twenty-four (24) hours on a weekend, she will be paid one and one-half (1-1/2) times her regular hourly rate for hours worked in excess of twenty-four (24) hours.
- (h) When scheduled weekend workdays are used for Bereavement Leave and Jury Duty such days off will be paid on the basis of the number of hours a nurse was scheduled to work on that day.
- (i) Educational assistance will be made available to “Flex Option Twelve” nurses in the same way as for full-time nurses. (Article 23, Section 3)

Holiday commitment will include only those holidays that fall on the employee’s weekend to work

Section 20. Job sharing possibilities will be explored on a case by case basis in the event a specific request meets the needs of the unit and results in no additional costs to the Medical Center, in accordance with Appendix G.

Section 21. Any nurse who calls off two (2) or more designated weekend shifts in a calendar year shall, within three (3) months from date of the shift(s) which she missed, be required to make up the weekend shift(s) missed, except for the first weekend missed. For the purposes of this section, a weekend shall consist of one (1) or two (2) consecutive shifts on a weekend as defined in Article 13, Section 6. The provisions of this Section shall not apply to approved FMLA leaves of fourteen (14) or more consecutive days.

ARTICLE 14

Conversion and Pro Rata Formulas

Section 1. The formula for computing weekly, bi-weekly, monthly, and annual compensation will be as follows:

- Hourly rate times forty (40) hours equals weekly rate.
- Eighty (80) hours times hourly rate equals bi-weekly rate (Pay Period).
- Hourly rate times 2080 hours equals annual rate.
- The annual rate divided by twelve (12) months equals monthly rate.

Section 2. Semifull-time nurses as defined in Article I, Recognition, Section 5 shall be eligible for the Medical Center's Health Benefit Plan and shall pay the rates as outlined in Article 16, Section 9. Semifull-time nurses shall accumulate seniority and be entitled to all other fringe benefits and salary step increases prorated for total hours worked as they are related to 2080 hours per year, unless otherwise specified in this Agreement. Salary step increases shall be prorated for all total hours paid as they are related to 400 hours per year.

Section 3. Part-time nurses as defined in Article I, Recognition, Section 5 shall be eligible for the Medical Center's Health Benefit Plan and shall pay the rates as outlined in Article 16, Section 9. Part-time nurses shall accumulate seniority and be entitled to PTO and STD benefits prorated for total hours worked as they are related to 2080 hours per year, unless otherwise specified in this Agreement. Salary step increases shall be prorated for all total hours paid as they are related to 400 hours per year.

Current semifull-time and part-time employees will be placed on appropriate step based upon minimum accumulation of 400 hours paid during a one (1) year period.

ARTICLE 15

Salary

Section 1. Effective May 13, 2007, the following schedule will be in effect:

Start - Start but less than one year of service	<u>\$22.96/hr.</u>
Step 1 - One year but less than two years of service	<u>\$24.50/hr.</u>
Step 2 - Two years but less than three years of service	<u>\$25.41/hr.</u>
Step 3 - Three years but less than four years of service	<u>\$26.42/hr.</u>
Step 4 - Four years but less than five years of service	<u>\$27.69/hr.</u>
Step 5 - Five years but less than ten years of service	<u>\$28.50/hr.</u>
Step 6 - Ten years but less than twenty years of service	<u>\$29.25/hr.</u>
Step 7 - Twenty years or more of service	<u>\$30.10/hr.</u>

Section 2. Effective June 22, 2008, the following schedule will be in effect:

Start - Start but less than one year of service	<u>\$23.65/hr.</u>
Step 1 - One year but less than two years of service	<u>\$25.24/hr.</u>
Step 2 - Two years but less than three years of service	<u>\$26.17/hr.</u>
Step 3 - Three years but less than four years of service	<u>\$27.21/hr.</u>
Step 4 - Four years but less than five years of service	<u>\$28.52/hr.</u>
Step 5 - Five years but less than ten years of service	<u>\$29.36/hr.</u>
Step 6 - Ten years but less than twenty years of service	<u>\$30.13/hr.</u>
Step 7 - Twenty years or more of service	<u>\$31.00/hr.</u>

Section 3. Effective June 21, 2009, the following schedule will be in effect:

Start - Start but less than one year of service	<u>\$24.36/hr.</u>
Step 1 - One year but less than two years of service	<u>\$26.00/hr.</u>
Step 2 - Two years but less than three years of service	<u>\$26.96/hr.</u>
Step 3 - Three years but less than four years of service	<u>\$28.03/hr.</u>
Step 4 - Four years but less than five years of service	<u>\$29.38/hr.</u>
Step 5 - Five years but less than ten years of service	<u>\$30.24/hr.</u>
Step 6 - Ten years but less than twenty years of service	<u>\$31.03/hr.</u>
Step 7 - Twenty years or more of service	<u>\$31.93/hr.</u>

Section 4. If a salary of a nurse reaches or exceeds the maximum salary on the schedules as specified in this Article, that nurse will no longer progress on the salary schedule and will receive only general increases as specified herein.

Section 5. The Medical Center may hire new nurses at the rate of pay for such step of the salary schedule as the Medical Center deems appropriate for the qualifications, experience, and abilities of the new employee. These new hires may be credited with an initial bank of PTO time up to a maximum of eighty (80) hours as set by the Medical Center in accordance with Article 22, Section 1.

Section 6. A nurse shall advance in pay through the steps of the salary schedule in accordance with the length of continuous service provided herein.

Section 7. Whenever used in this Agreement, the term "regular rate" or "regular rate of pay" shall refer to the hourly rate of pay set forth in Sections 1, 2 and 3 of this Article.

Section 8. On-Call Parameters and Pay. The purpose of call time is to cover unexpected staffing needs in the area call is taken. The on-call system is not intended to be ordinarily used to cover for report-offs. Attempts will be made by the department to find replacements for nurses who report off before calling out the nurse on-call. The following parameters apply to all areas taking call:

- (a) Nurses will be paid at a rate of five dollars (\$5.00) per hour on call. On-call pay ceases when the nurse is called in and converts to regular rate of pay.
- (b) The call schedule shall be posted no later than one (1) week before the schedule begins.
- (c) If a nurse is called in, she will be guaranteed at least four (4) hours pay for the first time called during the continuous call period. Subsequent call-ins will be paid for time worked at the regular hourly rate plus shift differential and overtime as appropriate. A nurse must be on call at least four (4) hours in order to receive the guaranteed four (4) hours pay.
- (d) Pagers will be available to nurses taking call.
- (e) Nurses will be permitted to trade call time as long as they arrange coverage and so long as the nurses trading call are qualified to perform the work and notice is provided in advance to management. The trading of call will take place in a minimum of four (4) hour increments.
- (f) Call time will be assigned in a fair and equitable manner among all nurses.
- (g) Nurses will not be scheduled in excess of a combination of twenty (20) hours work time and call time within a twenty-four (24) hour period.
- (h) Nurses taking LOA will not be required to be on-call.

Section 9. Shift Differential.

Effective July 8, 2007 the Medical Center shall pay a shift differential of one dollar fifty cents (\$1.50) per hour. Effective July 6, 2008 the Medical Center shall pay a shift differential of one dollar seventy-five cents (\$1.75) per hour. Effective July 5, 2009 the Medical Center shall pay a shift differential of two dollars (\$2.00) per hour. To be eligible for shift

differential, a nurse must have worked at least four (4) hours between 2:30 p.m. and 7:30 a.m. Nurses working in the twelve (12) hour program shall be paid shift differential for the 7:00 p.m. to 7:30 a.m. shift only. Nurses working in the option twelve (12) hour program shall be paid shift differential for the 11:00 p.m. to 11:00 a.m. shift only. A ten (10) hour nurse will be paid shift differential for hours worked between 3:30 p.m. and 7:30 a.m. To be eligible for shift differential, a ten (10) hour nurse must have worked at least four (4) hours between 3:30 p.m. and 7:30 a.m. The shift differential shall be applicable and calculated in the rate of pay for overtime and emergency call ins, but shall not otherwise be taken into account in determining a rate of pay for other purposes (e.g. holidays, STD, on-call, military leave, bereavement leave, etc.).

Section 10. Charge Nurse.

A staff nurse who is assigned the duties of a charge nurse in the absence of her Director shall be paid an additional one dollar (\$1.00) per hour. Charge pay will be paid in the following situations:

- 7 a.m. – 3:30 p.m., Saturday and Sunday;
- 7 a.m. – 3:30 p.m., Monday through Friday in the absence from the Medical Center of a unit's Director or Clinical Manager;
- in the ED, in the absence from the Medical Center of the Clinical Manager on any shift; and
- in the OR, 7 a.m. – 3:30 p.m., Saturday.

An agency nurse shall not assume charge or unit coordinator duties. A PRN nurse shall not assume charge, bed control, or unit coordinator duties unless a qualified bargaining unit nurse is not available. In the event regular staff is not available, or there is an inexperienced float nurse assigned, a PRN who regularly works that unit may assume these duties.

Section 11. The rates for the clinical ladder effective July 1, 2007, are as follows:

Clinician I	<u>\$1,250</u>
Clinician II	<u>\$2,000</u>
Clinician III	<u>\$2,750</u>

Section 12. Staff nurses on the clinical ladder shall be able to grieve (Article 10) demotions or retentions of their position on the clinical ladder. Nurses denied initial entry to the clinical ladder shall be given specifics as to

the denial and developmental plans shall be worked out between the nurse and her Director.

Section 13. A bonus of twenty-five dollars (\$25.00) will be paid for each consecutive four (4) hours worked extra where the nurse works all regularly scheduled hours in a week and picks up additional hours over and above her scheduled complement. This bonus does not apply to hours traded or worked extra for another staff nurse. A nurse will also be paid the bonus for each consecutive four (4) hours worked extra in the following situations when she does not work her full scheduled complement:

- The nurse schedules a PTO day with her Director's approval before the schedule is posted;
- The nurse take an LOAA day during her regulary scheduled hours;
- The nurse signs up for an LOA day, her Director grants her request for that day and additional coverage is not required; and
- The nurse trades for a shift of equal hours.

The bonus will not be paid:

- If a nurse calls off during that work week;
- If trading unequal shifts or picking up for another nurse; or
- If the nurse takes an LOA or PTO day that requires coverage.

Section 14. In the first paycheck of July 2005 and each year thereafter, employees reaching the following levels of bargaining unit service at AGMC in the prior calendar year will be paid the corresponding lump sum payment less applicable taxes based on the previous year's total W-2 earnings:

- 10 years of bargaining unit service but less than 15 years – 0.5%
- 15 years of bargaining unit service but less than 20 years – 1.0%
- 20 years of bargaining unit service but less than 25 years– 1.5%
- 25 years plus of bargaining unit service – 2.0%

Payment will be made in a separate check. Matched savings funds will be deducted and matched (if matched savings participation has been elected).

Section 15. Certification Stipend

Certification will include those recognized and approved by the Medical Center. In order to be eligible for the stipend, the nurse must obtain prior approval and the certification must be in the department/specialty in which

the nurse is currently working. Proof of current certification will be provided to the Medical Center upon receipt of same.

Upon completion of any initial certification, a \$600 payment (inclusive of certification fees) will be made. Subsequent recertification fees will be paid by the Medical Center provided the nurse is working in the area of certification.

ARTICLE 16

Insurance Benefits

Section 1. All full time, semi-full time and part time nurses (with limitations as hereinafter specified) shall be provided with a flexible benefit plan which includes a group life and accidental death insurance, a medical and dental plan, a long term disability plan, and flexible spending accounts for healthcare and dependent care. The Medical Center shall have the right to change the carrier of insurance for any of these programs at any time.

Section 2. Life Insurance.

- (a) The Medical Center shall provide at no cost a life insurance policy to full-time and semifull-time employees, one (1) times annual earnings, not to exceed fifty thousand dollars (\$50,000) for full-time employees and a ten thousand dollars (\$10,000) for semifull-time employees. Such policies shall include a dismemberment benefit and a double indemnity feature for accidental death.
- (b) A nurse may select additional life insurance to match her annual income to the nearest one thousand dollars (\$1,000). A nurse shall be permitted the option of purchasing additional life insurance up to five (5) times her salary. The cost to the nurse of the additional life insurance shall be age graded with two rate tables effective 1/1/08, one for non-tobacco users and one for tobacco users.
- (c) A nurse may select the option of additional life insurance at the onset of employment or during an annual “open enrollment period” (subject to medical evidence of insurability requirements of the carrier). The Medical Center shall provide a nurse with at least one

(1) month notice prior to any “open enrollment period” offered for the purpose of selection of additional life insurance.

- (d) All such insurance shall cease when the nurse leaves the active employment of the Medical Center, but the conversion privilege contained in the Medical Center’s life insurance plan may be exercised by a nurse.

Section 3. Health Insurance.

Plans effective January 1, 2007 will remain in force until 12/31/07.

Effective January 1, 2008, the Medical Center shall provide the employee the option to elect between a Preferred Provider Organization (PPO) plan and an HMO plan. Effective January 1, 2009, the employee may elect a Preferred Provider Organization Plan (PPO) plan. The plans shall have the following characteristics, deductibles, co-insurance, and co-pays:

(a) PPO Plan:

Benefits/Cost for in-network (Summa facilities are excluded from network)

Inpatient – 100% at AGHS and Akron Children’s hospitals with no deductible; 90% at non-AGHS network hospitals after deductible.

Lab outpatient – covered in full at network lab sites.

Outpatient diagnostic (including x-ray) and surgery facilities - 100% at AGHS and Akron Children’s facilities; 90% at non-AGHS or Children’s facilities. Professional fees for these services are covered in full at network providers only. (Non-network provider coverage outlined below.)

Outpatient therapy services (physical, occupational, and speech) - 100% at AGHS and Akron Children’s facilities; 90% at non-AGHS or Children’s facilities or other providers.

Visit co-pay - \$15 (for primary care) and \$25 specialists, including mental health visits.

Emergency Room - \$50 co-pay (waived if admitted), must be life or limb threatening.

Deductible - \$400 single/\$800 family for inpatient stays only at non-AGHS network hospitals.

Out-of-pocket maximum - \$1500 single/\$3000 family.

Benefits/cost for out of network

Inpatient, outpatient, and office visits – 70% after deductible (UCR).
Emergency Room - \$50 co-pay (waived if admitted), must be life or limb threatening.
Deductible - \$600 single/\$1200 family.
Out-of-pocket maximum - \$2000 single/\$4000 family.

The lifetime maximum for the PPO Plan is five million dollars (\$5,000,000).

(b) HMO Plan #1 (available through 12/31/08):

Inpatient – 100% at network hospitals with no deductible.
X-ray and Lab – outpatient covered in full at network lab-sites.
Visit co-pay - \$15 (for primary care and therapy (including physical, occupational, and speech) and \$25 specialists, and mental health visits.
Emergency Room - \$50 co-pay per emergency (waived if directly admitted), must be life or limb threatening.
Deductible – none.
Out-of-pocket maximum – none.

In the event there is a premium or service change with the current carrier(s), the Medical Center reserves the right to contract with another provider/carrier who can provide equivalent benefits.

Section 4. Healthcare Flexible Spending Account.

During open enrollment, nurses may elect to set aside pretax dollars in a healthcare flexible spending account. These dollars may be used in accordance with the provisions of IRC section 125. Any sum set aside must be utilized for qualifying medical expenses within the plan year, or they will be forfeited. The minimum contribution per year will be ninety-six dollars (\$96) and the maximum will be three thousand five hundred ten dollars (\$3,510).

Section 5. Dependent Care Flexible Spending Account.

During open enrollment nurses may elect to set aside pretax dollars in a dependent care account with a minimum contribution of ninety-six dollars (\$96) per year and a maximum contribution of four thousand nine hundred ninety-two dollars (\$4,992) per year for a joint or single tax return and two thousand five hundred (\$2,500) for someone married and filing separately. These dollars may be used in accordance with the provisions of IRC sections

125 and 129. Any sum set aside must be utilized for qualifying dependent care expenses within the plan year, or they will be forfeited.

Section 6. Dental Insurance.

Employees may purchase the Medical Center's dental plan as a "stand alone" benefit. The Dental Plan provides coverage on a fee schedule with a \$50.00 calendar year deductible per person and a family deductible not to exceed \$150.00 per calendar year. This shall be the same plan provided to management employees. Increases in the employee contribution rates shall be capped in each plan at \$5.00 per month during each year of the contract.

Section 7. Long Term Disability.

Nurses may enroll in the long-term disability plan (which may require case management) if they are regularly scheduled to work at least thirty (30) hours per week for 2007 and twenty (20) hours per week effective 1/1/08 hours per week (subject to medical evidence of insurability requirements of the carrier).

Section 8. Employee Paid Short Term Disability

A voluntary, employee-paid short term disability program shall be made available to nurses effective January 1, 2002.

Section 9. Pharmacy Benefits.

Prescription coverage is available with all plans. Co-pays effective January 1, 2007 will remain in force until 12/31/07. Employee co-pays effective January 1, 2008, for a 30-day supply are:

ACC Pharmacy

Generic co-pay \$10

Preferred brand co-pay 20%/\$10 minimum/\$75 cap

Non-preferred brand co-pay 35%/\$30 minimum/\$75 cap

Retail Pharmacies in Network

Generic and preferred brands co-pay 30%/\$20 minimum

Non-preferred brand co-pay 50%/\$40 minimum

Generic drugs are mandatory. Cost of a brand name drug, if generic is available, is the brand co-pay plus the cost of the brand name over the

generic. If no generic is available, the employee is responsible for the appropriate co-pay.

Prescriptions are normally filled as dispensed not to exceed thirty (30) days. Approved maintenance drugs may be filled for up to ninety (90) days if the prescription so indicates. Approved maintenance drugs are only available at the ACC Pharmacy. The co-pay for a ninety (90) day prescription is equal to the cost of a forty-five (45) day co-pay effective 1/1/08 and a sixty (60) day co-pay effective 1/1/10. The co-pay of a ninety (90) day supply is capped at \$150.

An out-of-pocket maximum of \$2,500 per person up to \$5,000 per family applies at the ACC Pharmacy. Drugs will be covered at 100% at the ACC Pharmacy after this amount is reached.

Section 10. Retiree Pharmacy Benefits

Mail-order prescription drug service is available through the ACC Pharmacy.

Retirees on the Indemnity Plan (under 65) will have pharmacy co-pays equal to active employees. See Section 9.

Retirees on the Supplement Plan (over 65) will have the following pharmacy co-pays with no deductible or out-of-pocket maximum:

- January 1, 2006 – 50%
- A ninety (90) day supply of approved maintenance drug fills is available through the ACC Pharmacy for the cost of a sixty (60) day co-pay.

Section 11. Enrollment and Contributions.

(a) Enrollment

An eligible nurse may enroll in a benefit plan during the first thirty (30) days of employment. A nurse must complete her flexible resources benefit elections within thirty (30) days of her starting date in order to elect coverage without evidence of insurability.

The medical plan will require spouses of ONA employees to secure their medical coverage through their employer or to pay a surcharge to AGMC. This applies as follows

1. Spouse has group medical coverage offered by his or her employer;
2. Spouse is classified as a full-time employee as defined by his or her employer; **and**
3. Spouse is required to pay less than 51% of the cost of single coverage.

If **all** three (3) of the above conditions apply, the spouse has two (2) options:

1. Elect his or her employer's coverage as their primary coverage. Spouses may still elect AGMC's coverage as secondary coverage by paying the normal per pay premium for employee/spouse or family coverage; **or**
2. Elect AGMC's medical coverage as his or her primary coverage by paying a surcharge (\$30 per pay for 2007; \$35 per pay for 2008 and 2009; \$40 per pay for 2010) in addition to the normal per pay premium for employee/spouse or family coverage.

Excluded from the above requirements are spouses who are retired, unemployed, disabled, self-employed, or employed at Akron General Health System.

Proof from a spouse's employer regarding the above information will be required at the time of enrollment.

Such coverage becomes effective the first of the month following the month in which she is hired or becomes eligible, provided she has completed all of the necessary enrollment paperwork. Thereafter changes in coverage may be made at the time of a qualified change in family status or during the annual open enrollment period (October). At such time, presentation of evidence of insurability per the contract of the insurance agreement entered into between the Medical Center and the insurance carrier may be required.

Any nurse who is widowed or divorced or has filed for divorce or dissolution and is not presently covered may, within thirty (30)

days before or thirty (30) days after such change in marital status, enroll in the health benefit plan.

If a nurse's hospitalization coverage is terminated by the loss of the spouse's employment, the nurse may, within thirty (30) days before or thirty (30) days after such termination of coverage, enroll in the health benefit plan.

(b) Nurse's Contribution for the Medical and Dental Plan.

The 2007 contribution levels continue through 12/31/07.

Effective January 1, 2008 full-time nurses shall contribute eighteen percent (18%) and twenty percent (20%) effective January 1, 2010, semifull-time thirty percent (30%), and part-time nurses forty-five percent (45%) of the cost for the applicable (employee, employee + child[ren], employee + spouse, or family) medical and dental plan elected.

The balance of the cost of the medical and dental plan shall be paid by the Medical Center. Payments shall be made through payroll deduction at group rates from the nurses' bi-weekly paycheck.

Section 12. Leaves of Absence.

- (a) Hospitalization will remain in effect for covered nurses for three (3) full months after the end of the month in which they commence their leave of absence by paying the rates set forth in Article 16, Section 10.
- (b) Group life insurance as described in Article 16, section 2 will remain in effect for all covered nurses for three (3) full months after the end of the month in which they commence their leave of absence.
- (c) Thereafter, if the approved leave of absence continues beyond three (3) months, the employee may continue insurance coverage and hospitalization by paying the full monthly premium rate charged by the Medical Center. Premiums must be paid on or before the first day of each month, by check or money order, made out to Akron General Medical Center and sent to the Human Resources Department.

Section 13. Retiree Insurance Benefits.

- (a) Nurses retiring early between June 15, 1994, and May 31, 2001, shall pay fifty percent (50%) of the health benefit plan cost to the Medical Center. Nurses who retire beginning June 1, 2001, will be responsible for the entire cost of the medical insurance. This coverage under the health benefit plan is open to an employee only until the normal retirement age of sixty-five (65) is attained.
- (b) Medicare eligible retirees may elect to participate in the Medicare supplement insurance by paying monthly premiums. Until June 15, 1994, the costs of this insurance shall be \$10.00 single coverage and \$20.00 for family coverage. For nurses retiring between June 15, 1994, and May 31, 2001, the Medical Center's costs shall be kept at its contribution levels as of June 15, 1994. Nurses retiring beginning June 1, 2001, will pay one hundred percent (100%) of the costs of the medical supplement insurance.
- (c) Medicare eligible retirees may elect a Medicare Advantage product.
- (d) A nurse who retires and immediately commences pension benefits under the Medical Center's retirement plan shall have three thousand dollars (\$3,000) of life insurance continued at the Medical Center's expense from the time of retirement until death.
- (e) A pharmacy card for network savings and ease of use shall be provided to retirees at no cost as part of the current retiree medical insurance plan.

ARTICLE 17

Retirement Plan

Section 1. The Medical Center shall continue to maintain a retirement plan for its employees which shall include nurses covered by this Agreement.

Section 2. The retirement plan is divided into two separate benefits as follows:

- (a) Basic Pension Benefit

1. Eligibility – a nurse must have completed one (1) year of service. The nurse must work at least one thousand (1,000) hours per year for crediting of service.

Employees entering or re-entering ONA on or after January 1, 2005 shall not have a basic pension benefit but will receive additional matched savings contributions (Section 7).

2. For years of credited service accrued as of December 31, 2001, the amount of basic pension shall be twenty-five dollars (\$25) multiplied by the number of credited service years for covered nurses retiring on and after January 1, 1999.
3. For years of credited service accrued beginning after January 1, 2002, the amount of basic pension shall be based on a one percent (1%) annual income formula. A nurse's monthly benefit for a year of credited service shall be calculated by multiplying her annual earnings by one percent (1%) and dividing that sum by twelve (12) months.
4. The minimum monthly benefit for one (1) year of credited service shall be twenty-five dollars (\$25.00) for nurses who are employed as of June 15, 2001 and twenty dollars (\$20.00) for nurses who are employed after this date.
5. Provisions of the actual plan document shall control.

(b) Supplemental Pension Benefit

1. Eligibility – same as for Basic, plus a wage from Akron General Medical Center in excess of three thousand nine hundred dollars (\$3,900) a year and contribution of three percent (3%) of earnings over three thousand nine hundred dollars (\$3,900).
2. Amount of Supplemental Pension for service prior to October 1, 1958, the monthly benefit will be the wage in excess of four thousand eight hundred dollars (\$4,800) annually as of October 1, 1958, times the number of years of past service, times one-twelfth (1/12), times one percent (1%) and for service from October 1, 1958, one and one-half percent (1-1/2%) times one-half (1/2) of aggregate portion on which contributed.

3. Effective June 11, 1995 the supplemental pension benefit shall be frozen. No contributions may be made to it from that point forward. Neither this nor any subsequent amendment shall reduce the level of benefits accrued under the supplemental plan.

Section 3. The Retirement Plan also contains the following features which shall be available to all covered nurses:

- (a) Normal Retirement - A nurse who has completed one (1) year of service is eligible, subject to the plan provisions, for a benefit at normal retirement age sixty-five (65).
- (b) Early Retirement - A covered nurse with ten (10) years of credited service is eligible any time after reaching age fifty-five (55). The pension benefit shall include the Basic Pension reduced by the appropriate actuarial factor plus the Supplemental Pension reduced by the appropriate actuarial factor as shown below:

<u>Age at Which Benefit Begins</u>	<u>Percentage of Age 65 Benefit Payable</u>
65	100.0%
64	93.3%
63	86.7%
62	80.0%
61	73.3%
60	66.7%
59	63.3%
58	60.0%
57	56.7%
56	53.3%
55	50.0%

- (c) Disability Retirement – a covered nurse with ten (10) years of credited service who becomes permanently and totally disabled prior to age sixty-five (65) shall receive a benefit including a Basic Pension plus the Supplemental Pension. The Supplemental Pension is reduced by the appropriate actuarial factor. The Basic Pension is not.

- (d) Vesting – a nurse who terminates employment previous to early retirement age and with five (5) years credited service (as of January 1, 1989) may collect one hundred percent (100%) of the benefit earned to the date of termination upon reaching normal retirement age.
- (e) Options:
 - 1. A reduced benefit payable as long as either pensioner or her beneficiary lives.
 - 2. A reduced benefit payable during the lifetime of the pensioner and thereafter one-half (1/2) the benefit payable to the beneficiary until the death of the beneficiary.
 - 3. A reduced benefit payable for one hundred twenty (120) months to the pensioner or the beneficiary, whether or not the pensioner survives during this period, and thereafter as long as the pensioner shall live.

Section 4. A nurse must complete one (1) year of continuous service to become covered under the benefits of Section 2 of this Article. Credited service under the retirement plan shall include service prior to age 30 for periods prior to October 1, 1970.

Section 5. This retirement plan shall comply with all of the provisions of the Employment Retirement Income Security Act of 1974. Any matters covered in the above Sections of the retirement plan that are inconsistent with ERISA shall be brought into compliance within the time period prescribed by law.

Section 6. The above pension plan is described in detail under Akron General Medical Center Retirement Income Plan (amended and restated) effective January 1, 1976 and restated on January 1, 1991 and on January 1, 1996 in order to comply with the provisions of the Tax Reform Act of 1986 and any subsequent legislation and regulations.

Section 7. Matched Savings Plan

- (a) For employees entering ONA prior to January 1, 2005 a matched savings plan will be offered which provides one hundred percent (100%) match on the first three percent (3%) after one (1) year of credited service (1,000 hours or more).

(b) For employees entering ONA on or after January 1, 2005 a matched savings plan will be offered, after one (1) year of credited service (1,000 hours or more):

- 100% match on the first three percent (3%) contribution;
- 50% match on the fourth percent (4%) contribution; and
- 50% match on the fifth percent (5%) contribution.

Such employee will have to put aside a total of five percent (5%) to receive the full four percent (4%) match. This contribution will vest after three (3) years of service.

ARTICLE 18

Holidays

Section 1. The Medical Center shall recognize six (6) national holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Premium time (one and one half [1½] times a nurse's regular rate of pay) will be paid for the hours noted below as the workday for national holidays with the exception of Christmas Day and New Year's Day. Premium time for Christmas Day and New Year's Day shall begin at 3:00 p.m. on the eve of the holiday and continue until 11:00 p.m. on the day of the holiday.

The premium time for national holidays for eight (8) and ten (10) hour nurses shall begin at 11:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the day of the holiday.

The premium time for national holidays for flexible schedule twelve (12) hour nurses shall begin at 7:00 p.m. the eve of the holiday and end at 7:00 p.m. on the day of the holiday.

The premium time for national holidays for flexible schedule twelve (12) hour nurses who work 3:00 p.m. – 3:30 a.m. shall begin at 3:00 p.m. the day of the holiday and end at 3:30 a.m. on the day after the holiday.

If the majority of a ten (10) hour or twelve (12) hour (11a-11p) nurse's hours fall within the allotted time frame, she shall be entitled to premium pay for all hours worked on that shift.

Section 2. The Medical Center shall continue the process of fair and equitable unit-based scheduling of national holidays. In January of each year, after an initial selection process, nurses will be assigned to work three (3) national holidays between Memorial Day of the current year and New Year's Day of the following year. One of these national holidays must be Thanksgiving or Christmas. A nurse will not be required to work more than one (1) Thanksgiving or Christmas holiday in a row. Records of holiday schedules shall be retained on the unit for a period of three (3) years. The parties will develop and review the guidelines for these holiday assignments.

- (a) For purposes of scheduling a holiday which falls on a weekend, a nurse's scheduled holiday shall prevail over her weekend schedule. A nurse scheduled to work a holiday on her regular weekend off will receive a different day off that week and will be paid for the holiday according to Holiday Worked guidelines in this Article. PTO may be granted during a nurse's assigned holiday week, if staffing permits.
- (b) Surgical services will maintain their practice of equitably rotating holidays.

Section 3. Should any of the national holidays fall on a Saturday or Sunday, the holiday will be observed as follows:

- (a) If the holiday falls on a Sunday it will be observed on Monday for all employees working a five (5) day week schedule, Monday through Friday. All other employees will observe the holiday on the actual holiday, Sunday.
- (b) If the holiday falls on a Saturday it will be observed on Friday for all employees working a five (5) day week schedule, Monday through Friday. All other employees will observe the holiday on the actual holiday, Saturday.

Section 4. If a nurse is scheduled off the holiday and works her regularly scheduled number of shifts for that holiday week, she may request payment (i.e., there will be no automatic draw down) for one (1) shift of PTO for the appropriate number of hours she normally would be scheduled to work.

If a nurse is scheduled off the holiday and it results in her working one (1) shift less than her usual number of shifts during the holiday week, she will be required to draw from her PTO bank the appropriate number of hours.

If a nurse is scheduled to work the holiday, in addition to premium pay, she may request payment (i.e., there will be no automatic draw down) for one (1) shift of PTO for the appropriate number of hours she normally would be scheduled to work. A nurse who elects to receive PTO will be paid shift differential if she is permanently assigned to a shift receiving differential.

Section 5. A nurse, whether scheduled to work a holiday or not, who calls off (without satisfactory medical documentation of the illness) on said holiday, or on the scheduled day immediately preceding or following the holiday, will have a PTO day deducted from her bank and will not be paid for that day.

ARTICLE 19

Jury Duty

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

Section 2. Nurses working on shifts other than the day shift who are required to serve on jury duty shall automatically be assigned to work the day shift of that department Monday through Friday for the duration of jury duty. Full-time flexible RNs will be converted to the eight (8) hour Monday through Friday day shift. A nurse and her Director may mutually agree to alternative scheduling during jury duty on a case by case basis.

Section 3. Satisfactory evidence that the nurse was summoned and did serve on jury duty must be presented to the Medical Center.

Section 4. A semifull-time or part-time nurse required to serve on jury duty shall not receive pay for days not regularly scheduled to work.

Section 5. Time spent on jury duty shall count as time worked for all economic benefits under this Agreement.

ARTICLE 20

Leave of Absence Without Pay

Section 1. Medical LOA.

After a nurse has used all of her STD I, STD II and PTO, and her illness or injury continues she will be eligible for a medical LOA. A nurse having at least six (6) months bargaining unit seniority may be granted a leave of absence for a period not to exceed six (6) months because of personal illness or injury or disability due to pregnancy upon notice supported by medical evidence satisfactory to the Medical Center. The nurse must report such illness or injury to her immediate supervisor during her first day of absence, unless the failure to do so is due to reasons beyond her control, and she does so as soon as possible. If the illness or disability continues beyond six (6) months, additional leave may be granted at the option of the Medical Center for nurses with at least one (1) year's service. Nurses who have been on such leave will be required to submit to a physical examination before being permitted to return to work. (See Article 24, Employee Health, Section 2.)

Section 2. Workers' Compensation LOA.

- (a) In cases of Workers' Compensation illness or injury a leave of absence shall be granted upon notice supported by medical evidence satisfactory to the Medical Center. Such leave of absence shall not exceed twelve (12) months. Such leave will terminate automatically when the nurse is placed upon total and permanent disability or when the nurse is capable of returning to work as certified by the physician in charge of the case. The nurse will be required to submit to a physical examination before being permitted to return to work. (See Article 24, Employee Health, Section 2.) A nurse will be returned to her former unit, position, and shift provided the LOA does not exceed four (4) months. Human Resources will notify the nurse on Workers' Compensation LOA by certified mail when three (3) months of the LOA has elapsed but no later than two (2) weeks prior to the nurse's scheduled return.
- (b) The Medical Center shall work with any individual claiming an occupational disease as a result of a claimed exposure at work in order to process such workers' compensation claims in as expeditious and equitable fashion as possible. The Medical Center shall not automatically contest such claims.

Section 3. Personal LOA.

- (a) Leaves of absence may be granted in other cases shown to the reasonable satisfaction of the department for a period not to exceed sixty (60) days, provided the nurse has had six (6) months bargaining unit seniority and makes advance request therefore. Such leave will be granted only at the option and convenience of the department. Such leaves of absence may be extended by the department, but in no case will any nurse be permitted to exceed six (6) months continuous leave under this Section. Nurses can maintain hospitalization benefits during the personal leave of absence if they pay the actual premium cost to the Medical Center.
- (b) The Medical Center shall grant a four (4) month personal LOA upon a nurse's request after the nurse has adopted a child and after furnishing proper certification. One (1) parent/employee will be entitled to a personal leave of this type.

Section 4. Maternity LOA.

A nurse shall be granted a maternity leave at the onset of disability due to pregnancy. A nurse shall be entitled to use her accrued STD I and II, or a combination of STD I, II and PTO time, for a period not to exceed three (3) months. Only if a nurse is disabled, due to pregnancy, for a period exceeding three (3) months will she be permitted to use accrued STD I and II. If a nurse exhausts her accrued STD I and II prior to the expiration of the three (3) months, she must use all of her PTO. A nurse's position will be held for a total of four (4) months beginning on the first day of disability or maternity leave.

Section 5. Continuing Education LOA.

Leaves of absence may be granted by the Medical Center in its sole discretion, with or without pay, to attend non-labor related conventions, workshops, seminars, institutes or other meetings of ONA and/or ANA or other organizations. The number of nurses authorized to attend any said convention or meeting will be determined by the Medical Center and will be contingent upon the needs of patient care at the time, as determined by the Medical Center. Approval for such leaves will not be unreasonably withheld. A nurse will be paid if she is required to attend any convention or meeting by the Medical Center.

Section 6. Military LOA.

Nurses who are members of any military reserve component are entitled to leave of absence for such time as they are in the military service on field training not to exceed thirty (30) days per calendar year or on active duty in accordance with applicable law. Such leave must be granted by the Medical Center following presentation of orders from proper military authorities. If the nurse's military pay is less than her regular pay, she may submit a statement to that effect upon her return, with copies of military orders and pay vouchers, and forward it to the Payroll Office through the Human Resources Department, whereupon she will be given a check for the difference. Pay vouchers may also be submitted by the nurse's significant other if the nurse has authorized such action under a valid power of attorney.

Section 7. Information related to LOAs.

- (a) All leaves of absence and any extensions thereof shall be without pay and other economic benefits, unless otherwise expressly provided for in this Agreement. A nurse's seniority will be tolled during a leave of absence, but not to exceed twelve (12) months. In the case of Medical LOA, a nurse's seniority will continue for PTO benefits and length of service increments but not in excess of six (6) months and will not accrue PTO/STD pay.
- (b) The Medical Center will hold a nurse's position pending her return for three (3) months from the first date missed due to disability or illness (except for absences of four months for maternity leave or child care as described in Section 3 and for Workers' Compensation LOA as described in Section 2). If a nurse has at least four-hundred and eighty (480) hours of combined STD I and II accrued at the onset of her disability or illness, then the Medical Center shall hold her position for one (1) month after she exhausts her accrued STD I and II. Case Management, at their discretion, may extend a nurse's hold on her position only if the nurse is in the light duty program or if she involved Case Management within the first ten (10) days of her disability or illness. The Medical Center may refer a nurse on FMLA or leave of absence to Case Management.
- (c) If, upon being able to return to work, a nurse's former position is unavailable she may bid to an open position for which she has qualifications and ability or she will be placed in a float position with the same hours and shift as her former position. Following her return to work a nurse will have up to two (2) calendar years to bid

on the first available opening in her former position for which she shall be given bidding preference. There shall be no obligation on the part of the Medical Center to provide work prior to the expiration of any leave of absence.

- (d) An RN on a leave of absence without pay shall not be considered for a position bid during the time that she is on said leave, unless she can provide a medical release which indicates that she will definitely be able to return to work within one (1) month from the date the position is awarded. This medical release must be provided within twenty-four (24) hours from the time the position is offered. If a nurse cannot provide such release, or subsequently is unable to return within one (1) month after she is awarded the position, then her bid shall be disallowed and the position shall be offered to the remaining eligible bidders.
- (e) Nurses who misrepresent facts to obtain a leave of absence or secure a leave of absence on the basis of such misrepresentation shall be dismissed by the Medical Center.
- (f) Failure of a nurse to report for employment as of the expiration of her leave or to secure an extension of her leave shall result in the termination of her employment by the Medical Center unless she has a proper excuse for such failure.
- (g) Any authorization of unpaid time off given to a nurse with less than six (6) months seniority shall only be granted in special circumstances and for just cause. Such authorization must be requested of and be approved by the Director.
- (h) Upon returning from a medical or industrial leave a nurse must work a minimum of (2) calendar weeks to secure her position.
- (i) When there is a leave of absence of more than one (1) calendar month in duration but less than twelve (12) calendar months, the time period of the leave of absence shall be added to the computation period (normally one year) to determine the removal of any discipline pursuant to Article 9, Section 5. Subsequent discipline shall be reissued at the last previous level and the nurse's disciplinary record shall progress from that point forward. Reissuance of discipline shall not occur more than once during any twelve (12) month period.

ARTICLE 21

Short Term Disability (STD)

Section 1. Nurses shall accrue short term disability (STD) at a rate of 0.0231 for all regular hours paid, PTO LOAA time, jury duty and bereavement leave not to exceed 2,080 hours per year. STD will not accrue on STD (I or II), call pay, shift differential, unpaid LOA time or any PTO time that is cashed in or paid at termination. A nurse shall not accrue STD until she has completed three (3) continuous months of service. Upon completion of three (3) months of continuous service the nurse will be retroactively credited with accrued STD for all hours paid. The maximum accrual that a nurse may obtain in her STD bank is four hundred eight (480) hours. Once a nurse attains the maximum accrual, the accrual shall stop.

Section 2. Pay for STD shall be paid at the nurse's regular straight time rate of pay. Unused STD will not be paid upon termination.

Section 3. A nurse who incurs an illness, injury or disability beyond her first twenty-four (24) consecutively scheduled hours (except as in Sections 4 and 5 below), which renders her unable to work, will be entitled to payment of accrued STD. To receive STD pay as provided herein, a nurse must report the illness or injury as soon as possible. A nurse on STD will be required to keep the Medical Center up to date on the progress of the illness, injury or disability due to pregnancy, as circumstances allow. Nurses who have been on STD may be required to submit to a physical examination before returning to work (see Article 24 [Employee Health], Section 2).

If a nurse does not have enough STD accrued to cover an absence the nurse must use her PTO bank to cover the hours not worked.

In the event that a nurse who has been out on STD I returns to work for a period of less than one (1) month and then becomes ill again for the same reason, the nurse will not be required to use another twenty-four (24) consecutively scheduled hours of PTO before utilizing her STD I time.

Section 4. STD shall be utilized to cover the first occurrence in the first week of an approved industrial accident or illness. At the nurse's option, STD time may be used to supplement Workers' Compensation payment not to exceed one hundred percent (100%) of an employee's average weekly wage. An employee's STD bank will be reduced by any supplement to Workers' Compensation.

Section 5. Supplemental STD Bank (STD II)

All nurses who had a sick bank in excess of four hundred eighty (480) hours at the time of conversion to the PTO program had all hours in excess of four hundred eighty (480) hours placed into a supplemental STD bank called STD II. The STD II bank shall never increase because there are no accruals permitted for this bank.

A nurse's STD II bank will be utilized to cover the first twenty-four (24) consecutively scheduled hours of any personal illness. After the initial twenty-four (24) hours of STD II, a nurse will be paid out of her STD I bank for further consecutive absences until the bank is exhausted. After exhaustion of the STD I bank, the STD II bank will be utilized until that bank is exhausted. After exhaustion of both the STD I and STD II banks, a nurse will be paid out of her PTO bank as stated above.

ARTICLE 22

Paid Time Off (PTO)

Section 1. All nurses covered by this Agreement may schedule earned PTO time during the year subject to provisions in this Article. Nurses shall accrue PTO from their date of hire based on the following schedule:

From start up to five (5) years	0.0962 x hours paid during anniversary year
From six (6) up to ten (10) years	0.1154 x hours paid during anniversary year
From eleven (11) up to fifteen (15) years	0.1231 x hours paid during anniversary year
From sixteen (16) up to twenty (20) years	0.1424 x hours paid during anniversary year
From twenty-one (21) up to twenty-five (25) years	0.1462 x hours paid during anniversary year
From twenty-six (26) up to thirty (30) years	0.1500 x hours paid during anniversary year
For more than thirty (30) years	0.1539 x hours paid during anniversary year

PTO is accrued based on hours paid in accordance with the schedule set forth above for all full-time, semi full-time and part-time nurses. PTO is accrued on all regular hours, PTO hours, LOAA hours, jury duty, STD

hours, bereavement leave, and overtime hours, not to exceed 2,400 in an anniversary year. PTO will not accrue on standby pay, shift differential, unpaid LOA time and any PTO paid at termination.

A nurse must have three (3) months of continuous service to accrue any PTO. Upon completion of three (3) months of continuous service, the nurse will be retroactively credited PTO for all hours paid. A nurse may borrow PTO from her future accruals in order to be paid for a holiday in her first three (3) months of employment.

A nurse may not accrue more than one and one half (1 1/2) times her annual amount. Once a nurse has attained this maximum no further PTO will accrue.

A newly hired experienced nurse may have up to eighty (80) hours of PTO credited to her bank upon completion of her probationary period. The amount of credit allowed will be eight (8) hours of PTO for each year of current, relevant previous experience not to exceed eighty (80) hours, prorated for nurses employed at AGMC in semifull-time or part-time positions. A nurse will only be eligible to receive this bonus once.

Section 2. PTO shall be paid at the nurse's regular hourly rate of pay plus shift differential, if applicable.

Section 3. A nurse shall be required to utilize PTO for all requested time off including illnesses (up to twenty-four [24] consecutively scheduled hours) and once all STD (I and II) have been exhausted.

If a nurse has STD I accrued, upon certification of a Workers' Compensation claim, she will have the initial twenty-four (24) consecutively scheduled hours of PTO time restored and the appropriate hours will be deducted from her STD I bank (see Article 21, Section 4).

STD II shall be utilized for the first twenty-four (24) consecutively scheduled hours of a nurse's personal illness (see Article 21, Section 5).

A nurse will be required to take one (1) week of PTO during the year and may not request PTO pay in lieu thereof unless the absence would greatly interfere with the operation of the Medical Center's services. This PTO may be scheduled as per the provisions of this Article.

Section 4. For the initial pre-approval of PTO, nurses must schedule PTO in full week blocks. Employees may then schedule any extra days all at one time or individually.

For all full-time nurses, one (1) week of scheduled PTO will equal forty (40) hours of PTO time.

Eight (8), ten (10) and twelve (12) hour nurses may schedule individual days of PTO equivalent to their regularly scheduled shifts. A combination 12/8 hour nurse may schedule individual days of PTO. Whether the nurse is paid twelve (12) or eight (8) hours for individual PTO days shall depend on whether the nurse was scheduled a twelve (12) or eight (8) hour shift on the PTO day. A combination 12/8 hour nurse cannot use PTO to be paid in excess of forty (40) hours per week.

For all semifull-time and part-time nurses, the number of PTO hours taken per week will be determined by the average number of hours worked per week in the previous year.

PTO will be scheduled by unit and a PTO calendar will be posted and maintained on each unit. The PTO scheduling process will be reviewed and revised annually by the Staffing/Advisory Committee.

A nurse shall be entitled to schedule, through the pre-approval process, the amount of PTO that she has accrued as of the date the PTO request forms are distributed. If a full-time nurse has accrued a total which is within eight (8) hours of a full week (i.e., 32 hours), then she will be permitted to schedule a full week.

PTO openings which become available shall be posted on the unit and awarded to the senior bidder, except for December PTO which shall be offered to the next eligible nurse as requested at the beginning of the year. In the event that no nurse is in line for the week in December, the PTO shall then be posted and awarded as below.

December PTO will be rotated among the nurses on the unit who desire to take such PTO. The awarding of December PTO will not be based on seniority. A December PTO request will be defined as beginning with the first full week of December and ending with the week that contains that last day of the year.

Nurses will be limited to two (2) weeks of pre-approved PTO between the weeks that include June 1 and August 31.

A nurse must have PTO accrued in order to receive the actual time off. If a nurse has had a maternity leave or an LOA in excess of three (3) weeks in the previous year, then she may schedule PTO (not yet accrued/available) not to exceed the greater of two (2) weeks or one half (½) of her anticipated accrual. Newly hired nurses who have little or no accrued PTO may also request up to two (2) full weeks of PTO in a calendar year; nurses must have three (3) months of continuous service to utilize accrued PTO.

Nurses will be given the weekend off before and after their scheduled week of PTO provided it has been scheduled in accordance with this Article. Article 13, Section 6 (Pay Period, Hours of Work and Overtime) shall apply in granting nurses weekends off during PTO periods.

While the Medical Center will seek to accommodate nurses as to PTO dates, the right to schedule a nurse's PTO period is reserved by the Medical Center in order to insure proper and adequate patient care. Requests for PTO changes must be made at least two (2) weeks prior to the beginning of the previously approved PTO period. The Medical Center may reschedule a nurse's PTO period for operational reasons provided it notifies the nurse two (2) weeks in advance of the beginning of the nurse's previously approved PTO.

The Medical Center will attempt to accommodate a nurse's pre-approved PTO in the event of a transfer to another unit, providing staffing levels permit.

Orientees may participate in the PTO pre-approval process, but any PTO scheduled during their orientation period will not affect another staff nurse's PTO.

Section 5. An eligible nurse shall receive any paychecks due during the PTO period, including PTO pay, on the Thursday prior to the start of the PTO week, provided she has requested (in writing) that such payment be made and provided that the request was made at least five (5) work days in advance of the requested payment date.

Section 6. A nurse who terminates her employment after qualifying for PTO shall be paid accrued PTO provided the nurse has given the Medical Center two (2) weeks advance notice of her termination of employment. In the event of the death of a nurse, her accrued PTO shall be paid to her surviving spouse or to her estate.

Section 7. A nurse may request payment of PTO (in lieu of time off) in forty (40) hour increments (prorated for semifull-time and part-time nurses), at one hundred percent (100%) payout, no more than two (2) times per year. Payout will be in accordance with normal payroll processing. A separate check may be requested by the nurse.

ARTICLE 23

Miscellaneous Benefits

Section 1. Bereavement Leave.

- (a) A full-time or semifull-time nurse will be permitted to take up to three (3) days off (twenty-four [24] hours with pay) from her regularly scheduled work time in the event of the death of her parent, grandparent, grandchild, sister, brother, relative living in household, mother or father-in-law, brother or sister-in-law, or an individual who served in the role of parent (documentation suitable to management may be required to verify such relationship).
- (b) A full-time, semifull-time or part-time nurse will be permitted to take up to five (5) days off (forty [40] hours with pay) from her regularly scheduled work time in the event of the death of her current spouse, domestic partner (same sex), child or stepchild.
- (c) A part-time nurse will be permitted to take up to two (2) days off (sixteen [16] hours with pay) from regularly scheduled work time in the event of the death of her parent, sister or brother.
- (d) A full-time nurse shall be allowed one (1) day off (eight [8] hours with pay) to attend a funeral of an aunt or uncle but will not be reimbursed for two (2) additional days off if the funeral is held more than two hundred (200) miles beyond the City of Akron.
- (e) If a funeral, except as set forth above, is held beyond two hundred (200) miles from the City of Akron, an additional two (2) days (sixteen [16] hours with pay) may be taken to attend the funeral. All such hours will be paid at straight time at the nurse's regular rate of pay for each hour taken from her regular scheduled work time. The

nurse shall obtain and furnish, and the Medical Center reserves the right to request, proof of attendance at such funeral.

- (f) Nurses shall only receive pay for scheduled days missed during the time periods set forth in this Article. This time period shall not exceed seven (7) calendar days (maximum forty [40] hours with pay). This time period will typically begin the day following the death. Special circumstances requiring a different seven (7) calendar day window will be discussed between the nurse and her Director. If a nurse is on PTO at the time of the death, bereavement leave will begin in lieu of PTO. The time period shall begin to run on a day the nurse and her Director deem appropriate. Time off for bereavement leave shall count as time worked for purposes of all economic benefits in this Agreement.

Section 2. Discounts.

The Medical Center shall make available to pensioners who retired on or before June 16, 2001 discounts on the balance not paid by the Medical Center's health benefits carrier or other comparable third party insurances. These discounts are as follows:

- (a) Pensioner:

- 1. Ambulatory Outpatient services 50% discount
- 2. Inpatient Medical Center care 50% discount
- 3. Medical Center – ACC Pharmacy drug Medical Center cost

- (b) Dependents of Pensioners

- 1. Ambulatory Outpatient services 20% discount
- 2. Inpatient Medical Center care 20% discount

Section 3. Educational Assistance.

- (a) The Medical Center shall make available a tuition reimbursement program for full-time and semifull-time nurses, subject to the following conditions:

- 1. The nurse must take an approved course (including distance learning courses such as internet or electronic media-based) at an approved school and obtain authorization prior to the start of the course. Distance learning courses shall be eligible for post-

course completion reimbursement only. Reimbursement shall be as follows:

- Full-time with one (1) to three (3) years service - \$3,000/year
 - Full-time with three (3) years of service or more - \$4,000/year
2. Full-time nurses will receive one hundred percent (100%) reimbursement of tuition and registration fee, if they have no other source of education assistance (e.g. V.A., scholarship, etc.). If the nurse has such other assistance, the Medical Center will pay the amount not already covered by such assistance.
 3. Semifull-time nurses will receive fifty percent (50%) reimbursement, less the amount of other financial assistance, if any, that they are receiving. No nurse will be reimbursed tuition assistance until the nurse has been actively employed at the Medical Center for one (1) year from date of hire, although the nurse may enroll in the educational assistance program prior to completing a year of service. For purposes of this Section, "satisfactory completion" means earning a grade of "C" or higher.
- (b) Nurses shall be permitted three (3) LOA days without loss of benefits per year for the purpose of attending approved educational programs or seminars provided they have obtained prior approval of the appropriate Director. If the request for the approved LOA is submitted at least six (6) weeks in advance, coverage by the nurse is not required. If the request is less than six (6) weeks notice, the nurse will be required to cover her shift(s).
- (c) Nurses shall be permitted one (1) eight (8) hour paid day per calendar year to attend a continuing education seminar. To be eligible for the continuing education day, a nurse must have her mandatory inservice requirements current, or scheduled in the case of a formal program. Preapproval is required and the continuing education day should be reasonably job related. Educational days will be approved based on insuring proper and adequate patient care of the Medical Center. Educational days will not be unreasonably denied.

Section 4. To promote early, safe return to work of a nurse who has experienced a temporary work related or non work related disability and to enhance the hospital's compliance with the American's with Disabilities Act, the following voluntary options are available, so long as there is mutual agreement of management and ONA.

- (a) Temporary Modified Duty (TMD) - This is defined as the employee's current position with temporary modifications. These modifications may include, but are not limited to working less than a normal shift.
- (b) Temporary Reassigned Duty (TRD) - This is defined as an alternate position within the employee's department.
- (c) Transitional Return to Work (TRW) - This is defined as an alternate position in another department.

The foregoing positions are available on the following basis:

- (d) The positions are limited to no more than two (2) periods to equal an aggregate of three (3) months in duration, during the life of this agreement. If an employee needs a job accommodation beyond three (3) months, the case will be evaluated on an individual basis.
- (e) Employees who have reached maximum medical improvement and have permanent or long term disabilities will be evaluated for the potential of job transfer, job retraining or disability retirement.
- (f) Light duty work will be compensated at the employee's regular rate of pay.
- (g) During the temporary assignment to one of these positions, a nurse will be subject to rules and regulations of the Medical Center and shall retain all rights and obligations of bargaining unit membership.

Section 5. When personal property is damaged in the line of work and is not covered by Workers' Compensation, the claim may be filed with the Medical Center's Risk Manager.

Section 6. When a nurse is called as a witness to testify in arbitration proceedings under Article 10 of this Agreement she shall be paid at her appropriate rate for time missed from scheduled work. When a nurse is

called as a witness to testify on the Hospital's behalf or is subpoenaed to testify as a witness in civil (excluding non-employment related matters such as domestic relations matters, etc.) or criminal litigation, with respect to matters arising due to her employment relationship with the Medical Center she will be paid at her appropriate rate. If a nurse is subpoenaed to testify in any administrative or court proceeding as a result of acting as an ONA representative for another nurse, she shall similarly be paid her appropriate rate less any subpoena fee or any reimbursement received.

Section 7. Nurses working the third shift shall pay ten dollars (\$10.00) per month for parking made available in Deck #2 located next to the ACC. This deck will be opened each day from 10:30 p.m. to 11:10 p.m. and again between 7:00 a.m. and 7:30 a.m. Those spaces allotted to nurses are on the second floor (non-reserved spaces) and third and fourth floors. In the event that a nurse works past 7:30 a.m. tokens will be made available in the Nursing Office.

Section 8. The existing dress code for nurses is attached as Appendix E.

Nurses who work in OB and OR are required to wear hospital provided scrub suits or scrub dresses. Nurses who are required to wear scrubs are provided with up to six (6) minutes at the start or end of their shifts to change into or out of scrubs. Nurses who work in CSU, ICU (MICU/SICU), CCU, PCU and ED have the option to wear hospital-provided scrub suits or scrub dresses.

Section 9. A representative of ONA shall be made a member of the Medical Center's Environmental Safety Committee.

Section 10. The Medical Center shall take into account the need for additional lockers for staff nurses in any renovation that it undertakes.

Section 11. PSNA Support Fund

Bargaining unit members may donate a minimum of one (1) hour of PTO per year to the PSNA Support Fund. Participants may designate in writing an annual donation of additional hours. This fund will be used to assist nurses who have exhausted all available PTO and STD and still need additional time. This fund will be tracked by the Medical Center and administered by a committee from PSNA. Non-participating nurses will not be eligible to receive donations from the PSNA Support Fund. Donations made by a nurse or group of nurses may be designated to a specific bargaining unit member.

Section 12. The Medical Center will make sick child care available to nurses through Akron Children's Medical Center. The cost of the sick child care will be subsidized by the Medical Center with the out-of-pocket cost to the nurse not to exceed twenty percent (20%) of the daily charge.

ARTICLE 24

Employee Health

Section 1. The employee health nurse under the direction of the employee health physician will perform any physical examination at the Medical Center required in connection with hire, rehire, return from layoff, return from STD or other leave of absence, or similar circumstance. When a nurse provides a certificate from her personal physician as evidence of ability or disability to perform the duties of her job, the employee health nurse may, in her discretion, accept such certification without further examination. If the certificate is not acceptable to the employee health nurse the nurse may have recourse to Section 2 of this Article.

Section 2. If in any situation in which the Medical Center has the right to require a nurse to take a physical examination, the employee health nurse under the direction of the employee health physician determines that the nurse is unfit to return to work at her regular job, then the nurse shall have the right to obtain the opinion of a physician of her choice and at her expense as to the fitness to return to work at her regular job.

If the physician chosen by the nurse and the employee health physician disagree, then those two physicians shall agree upon a third Akron area physician to examine the nurse. The third physician shall, after proper examination submit a written opinion as to the nurse's fitness to return to work at her regular job.

The opinion of the third physician shall be final and binding upon the Medical Center, ONA, and the nurse. The cost of the services of the third physician, including laboratory or other tests which he may deem proper, shall be shared equally by the Medical Center and the nurse.

Section 3. The Medical Center shall provide an Employee Health Office for all nurses. Nurses who become ill during their shift may report to Employee Health for consultation with the employee health nurse. Nurses using the Employee Health service shall comply with the Medical Center's rules for the use of that service. A copy of those rules will be available in each department. The ONA will be supplied with a copy of any changes to the rules.

Section 4. During the hours the Employee Health Office is closed, nurses may use the Emergency Department facilities of the Medical Center, free of charge, to the extent and subject to the same limitations as would apply if the Employee Health Office were open. It is the intent of this Section that the Medical Center provide nurses with simple "first aid" during those hours the Employee Health Office is closed. Any nurse who chooses to use the Emergency Department for services and/or treatment in excess of that offered by the Employee Health Office, shall be responsible for the expenses incurred by reason of such treatment.

Section 5. In the event of a potential bloodborne pathogen exposure, a nurse must report to the Employee Health Department or, if closed, the Emergency Department immediately for evaluation. In the event of other types of on the job injury or exposure, a nurse must report to the Employee Health Department as directed by her Director or immediate supervisor within twenty-four (24) hours of when she knew or should have known of the injury/exposure. The nurse is expected to comply with all instructions from the Infection Control Department.

Section 6. The parties will explore the concept of a lift team, and protective gowns will be provided to the units, depending on the recommendations of the Infection Control Committee.

ARTICLE 25

Layoff and Recall

A. Layoff.

Section 1. When the Medical Center determines that a general reduction in the RN force or a closing of a unit, or combining of units is necessary, it shall be handled in the following manner:

- (a) In the event of a layoff due to planned curtailments, the Medical Center shall notify the chair of the local unit within two weeks, or as

far in advance as possible, after the need for a layoff has been determined. At the time of the notification, there will be discussion of communication strategies as to how information will be shared and discussion of ONA's involvement with the bumping process. Seniority lists (by unit), rosters of affected positions (by status and shift) and effective dates shall be provided to the ONA. The parties may discuss the possibility of a voluntary layoff process.

- (b) Under no circumstances shall this Article be used to deal with normal low census situations arising during holiday periods.

Section 2. Procedure for Layoff.

- (a) The Medical Center will determine volume, budgeted FTEs and develop staffing patterns. The Medical Center will notify ONA of the specific positions (by unit, status and shift) which will be eliminated.
- (b) Volunteers shall first be sought from the affected unit(s).
- (c) RNs on probation within the Medical Center shall be laid off first in the affected unit, and then in their specialty if there are insufficient volunteers.
- (d) If further reduction is necessary, nurses on the affected unit will be reduced by inverse order of seniority if their positions, by shift and status, have been eliminated.
- (e) In the event that units will be merged and the number of nurses and positions decreased, the Medical Center will determine which positions, by shift and status, will comprise the new merged unit. The most senior nurses from the original units whose positions, by shift and status, match the positions in the newly created staffing patterns will remain in their positions on the merged unit.

Those nurses already on the unit whose positions have been eliminated and who do not have the seniority by shift and status to remain are then displaced or laid off.

- (f) Seniority will be determined by the most recent seniority list.

Change in holiday designation of position will not constitute layoff, reduction or displacement.

Section 3. The displaced nurses will be given the option to:

- (a) Take layoff, or
- (b) Ask to be placed in an open position.
- (c) Bump a less senior nurse within her specialty, any status, any shift, so long as the nurse is qualified and capable of performing such work in her new position to the satisfaction of the Medical Center within five (5) work days. An exception to this requirement may be made where there are highly specialized technical skills (i.e., IABP, peritoneal dialysis) not performed on a regular basis, so long as a sufficient number of staff (as determined by the Medical Center) remain on the unit and shift who can perform such skills.
- (d) Specialties for purposes of this Article are:
 - 1. Med-Surg/Telemetry
 - 2. Cardiac/CV Telemetry
 - 3. Critical Care/PACU/ED
 - 4. OR
 - 5. Psychiatry
 - 6. New Life Center
 - 7. Outpatient/ACC/PSU
 - 8. Oncology (inpatient and outpatient)
 - 9. Float pool/Med-Surg unless the nurse has a designated specialty
- (e) The least senior nurse within a specialty who does not have the opportunity to bump someone of the same status within her specialty, may choose to bump the least senior nurse with the same status in another specialty provided the nurse is capable of performing such work in her new position to the satisfaction of the Medical Center within five (5) work days.
- (f) After all bumping has taken place within a specialty, those nurses losing their positions who will be subject to layoff may bump to positions held by the nurse with the least seniority, any status (at the option of the nurse), any shift, in another specialty provided that the nurse is qualified to perform such work in her new position to the satisfaction of the Medical Center within five (5) work days. A nurse displaced by a nurse from another specialty will have the opportunity to bump (by noon the following day), a nurse with the

same or lesser status, any shift, within her specialty so long as the nurse is qualified and capable of performing such work in her new position to the satisfaction of the Medical Center within five (5) work days.

- (g) A nurse who bumps to a position and is unable, with minimal orientation, to perform the work in the new position after five (5) work days will be laid off. Positions of nurses who are laid off due to their being disqualified will be posted for bidding or recall.
- (h) At the point all less senior nurses are displaced, a nurse who is unable to bump will be laid off. Nurses who are laid off may elect to be placed in an on-call lay off pool and will be offered opportunities to work in accordance with Article 13, Section 7. Specifically, they may sign up to fill scheduled vacancies on the unit from which they were originally displaced. Work will first be assigned to semifull-time and part-time nurses (not laid off) seeking non-overtime hours within their own units. If no such nurse signs up for the vacancies then those qualified layoff pool nurses may sign up for such vacancies. If more than one qualified laid off nurse from outside the unit indicates availability for an assignment, then the work shall be assigned by seniority. PRN nurses may be utilized on units after attempts have been made to fill vacancies with qualified nurses in the layoff pool. Hours worked by nurses in the layoff pool will accrue in the nurse's seniority hours.
- (i) Nurses who are laid off will have their medical insurance continued, as long as they maintain their employee contribution, for one (1) month commencing on the first day of the month following their layoff.

Once a nurse is given her options, she will have until noon the following day to inform the Director, Nurse Recruitment of her decision.

B. Reduction of Hours.

Section 1. The Medical Center, in case of a temporary reduction that may be necessary, may curtail the hours of nurses one (1) day each week for no more than two (2) weeks in any one (1) year.

C. Recall.

Section 1. Nurses being recalled to work from layoff shall be notified by the Medical Center in the form of a certified letter sent to the address last furnished by them to the Human Resources Department, or may be contacted personally by telephone. Nurses shall have five (5) days exclusive of Saturdays, Sundays, and holidays from the date of mailing or telephone contact within which to report to work.

Section 2. No new nurses will be hired in any unit or specialty from which an nurse has been displaced as the result of a layoff.

Section 3. As positions become open on units where nurses were displaced or laid off, nurses who were reduced or laid off from their units shall have the first choice, based upon their seniority of filling an opening on the unit that is the exact status, shift and unit as the position from which she was originally reduced. This recall shall be effective for one (1) year from the date of reduction or layoff. Nurses on layoff shall retain unit based bidding rights. Holiday designation will not be considered for purposes of recall.

Section 4. Positions not having nurses displaced or on layoff and eligible for recall by exact unit, shift and status will be posted and awarded according to the provisions of Article 11, Section 5. All nurses, including nurses on layoff, will have the right to bid on any posted position.

Section 5. During the one (1) year of recall eligibility, if a displaced or laid off nurse bids to/accepts another position outside her unit, the nurse will be considered permanently reassigned and will no longer have eligibility for recall. If a displaced or laid off nurse rejects the opportunity to return to her original position (exact unit, status and shift), then the nurse will be considered permanently reassigned and no longer have eligibility for recall.

Section 6. After the initial one (1) year of recall eligibility for recall to exact unit, shift, and status, nurses on layoff only (not displaced nurses) will be eligible for one (1) year for recall by seniority to the same specialty of their original unit provided they are qualified and capable of performing the work in the opening to the satisfaction of the Medical Center within five (5) working days. Recall rights shall be forfeited during the second year of this two (2) year period if a nurse refuses a recall to a position of her previous payroll status, regardless of shift and/or unit.

Section 7. A list of laid off nurses, including effective dates of layoff, positions held and record of bumping, shall be provided to the ONA.

Section 8. The Medical Center may identify areas of potential hiring and if training programs are scheduled, nurses on layoff may voluntarily attend subject to availability.

ARTICLE 26

No Withdrawal of Nursing Services and No Lockout

Section 1. ONA agrees for itself, its representatives, and members that neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance and/or assist in any concerted withdrawal of nursing services, slowdown, work stoppage, picketing or interference of any kind with the Medical Center's operations, deliveries, and suppliers whether the same be in connection with a dispute between the Medical Center and ONA, or between ONA and any other organization, or between the Medical Center and any other group, organization, or individual.

Section 2. ONA shall at all times cooperate with the Medical Center in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of this Article. In the event any violation of this Article occurs, ONA shall immediately notify all nurses that the concerted withdrawal of nursing services, slowdown, picketing, work stoppage, any failure to report to work or any other interference is prohibited and is not in any way sanctioned or approved by ONA. Furthermore, ONA shall also immediately request all nurses to cease such conduct and to return to work at once.

Section 3. Violations of Section 1 by any nurse shall be proper cause for discharge or disciplinary action and shall not be subject to review upon any ground other than whether the employee violated Section 1 of this Article.

Section 4. The Medical Center agrees that neither it nor its representatives will put into effect any lockout during the terms of this Agreement.

ARTICLE 27

Scope of Agreement

Section 1. The terms of this Agreement apply to all registered nurses in the position of staff nurse employed by the employer at its Akron, Ohio facility, as defined by Article I, Recognition, and such facility shall include the following:

- (a) Nursing Department
- (b) Operating Room
- (c) Westside Family Practice Center
- (d) Clinic/Special Procedures
- (e) IMCA
- (f) Cancer Treatment Center

Section 2. It is understood that if the Hemodialysis Unit returns to the Medical Center or if staff nurse positions are added to the Central Service Department, any non-management nurses in these units shall be considered within the scope of this Agreement.

Section 3. To the extent practical, existing departmental practices, policies, and procedures established prior to the effective date of this Agreement shall remain in effect throughout the terms of this Agreement, so long as they do not conflict with the provisions of this Agreement or their intent, or with the operational needs of the Medical Center as provided herein.

Section 4. The Medical Center agrees that office nurses will not displace bargaining unit nurses.

ARTICLE 28

Modification and Duration of Agreement

Section 1. This Agreement dated this 29th day of June, 2004, shall continue in full force and effect without change until 11:59 p.m. on June 30, 2010. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to June 30, 2010, give written notice of the intended termination or amendment. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall

continue in effect from year to year after June 30, 2010, subject to termination or amendment by either party on at least ninety (90) days written notice prior to June 30th of any subsequent year.

ARTICLE 29

Total Agreement

Section 1. The parties recognize that the foregoing is the complete and total Agreement by and between the parties hereto and that there are no other Agreements or understandings except as may have been set forth in writing and signed by the parties on or after the effective date hereof.

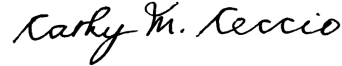
IN WITNESS WHEREOF, the parties hereto have set their hands this 24th day of July, 2007.

OHIO NURSES ASSOCIATION

AKRON GENERAL MEDICAL CENTER



Kelly D. Trautner, JD
Labor Relations Specialist



Cathy M. Ceccio, MSN, MPA
Executive Vice President/COO

LOCAL UNIT



Diane Janusch, RN, MSN, CHE
Sr. Vice President, Patient Service/CNO



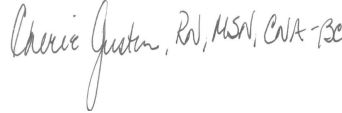
Anthony DeAngelis, RN



Donald L. Corpora, SPHR
Director, Employee/Labor Relations



Frances A. Dies, RN



Cheri Guster, RN, MSN
Vice President, Nursing/Patient Services



Margaret M. Jones, RN



Judy LaBarba, RN, MSN
Director, Nursing/Patient Services



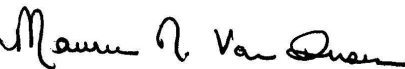
Ann Kaser, RN (Co-Chair)



Barbara J. Pedrozo, SPHR
Director, Benefits and Compensation



Amy Law, RN



Maureen N. Van Duser, SPHR
Sr. Vice President, Human Resources



Joyce Powell, RN



Mark J. Whitehurst, RN (Co-Chair)

APPENDIX A

Dues Deduction Authorization
for Staff Nurses
Akron General Medical Center

Name: _____ Date: _____

Social Security Number: _____

Akron General Medical Center

Gentlemen:

You are hereby authorized and directed to deduct monthly from my earnings such sums as the Ohio Nurses Association may certify as due and owing from me as monthly membership dues or service fees, and to pay promptly such sum to the Association.

This authorization shall remain in effect until revoked by written notice given by me to the Hospital and to ONA at least ten (10) days before such revocation is to become effective.

Pay date on which dues should first be withheld: _____
Date

Signature

Complete two (2) copies of the Dues Deduction forms. Submit one (1) to ONA and one (1) to the Human Resources Department.

Professional Staff Nurses Association

Dues Deduction Authorization
for Staff Nurses
Akron General Medical Center

Name

Date

Social Security Number

Akron General Medical Center

Gentlemen:

You are hereby authorized and directed to deduct monthly from my earnings such sums as the Professional Staff Nurses Association (PSNA) may certify as due and owing from me as monthly membership dues or service fees, and to pay promptly such sum to the Association.

This authorization shall remain in effect until revoked by written notice given by me to the Hospital and PSNA at least ten (10) days before such revocation is to become effective.

Pay date on which dues should first be withheld: _____
Date

Signature

Complete two (2) copies of the Dues Deduction form. Submit one (1) to PSNA and one (1) to the Human Resources Department.

APPENDIX B

GRIEVANCE FORM

Grievance #
OHIO NURSES ASSOCIATION

AKRON GENERAL MEDICAL CENTER

Name: _____ Date: _____
ONA Representative: _____ Step: _____

Details of Grievance (Include date, time, place, persons present, Article(s), and Section(s) of Agreement violated):

Relief or Adjustment Requested (Be specific):

Nurse's Signature _____ ONA Representative _____

Copy Distribution: One copy to appropriate step-level supervisor (See Article 10, Grievance Procedure); one copy to Grievance Committee representative; one copy to ONA Headquarters; and one copy to the aggrieved nurse.

Response of the Medical Center:

Signature of AGMC Representative: _____ Date: _____

APPENDIX C

MEMORANDUM OF AGREEMENT
Between
AKRON GENERAL MEDICAL CENTER
And
OHIO NURSES ASSOCIATION

September 10, 1979

The parties agree to the understanding of the provisions of Article 13, Pay Period, Hours of Work, and Overtime, Section 8 and 12, as set forth herein.

1. The term "workday" pursuant to Article 13, Section 8 of the Agreement is deemed to mean a twenty-four (24) hour period which begins at the start of the individual nurses' regularly scheduled shift and terminates twenty-four (24) hours afterwards. Each "workday" shall be eight (8) hours plus allotted meal time and there shall be ten (10) "workdays" in a normal pay period. Any hours worked over eight (8) hours in any "workday" are considered overtime hours and will be paid at time and one-half (1-1/2) by the provisions of Article 13, Section 8 and the F.L.S.A.
2. The term "required" pursuant to Article 13, Section 12 of the Agreement is deemed to mean a situation in which management, in exercise of its rights, has scheduled or directed a nurse to work in excess of eight (8) hours in the "workday," which must be accepted and fulfilled by the nurse, subject to the provisions of Article II, Section 1, Management Rights and Article 9, Discipline.
3. Although the word "volunteer" does not appear in Article 13, Section 8 and 12, we have agreed to the following meaning: The term "volunteer" is deemed to mean a situation in which a nurse is asked by management to work in excess of eight (8) hours in the "workday," which is accepted by the nurse.
 - (a) A situation in which a nurse has "requested" and the Medical Center has approved, for her convenience, hours of work in excess of eight (8) hours in the "workday" is a non-required situation. A nurse who "requests" a shift change for her convenience, which is in excess of eight (8) hours in a "workday" may waive the overtime payment (per Section 12)

unless such payment is required by the F.L.S.A. The Medical Center may refuse any "request" which results in added cost to the Medical Center.

4. In either situation defined in Paragraph 3 above, hours worked in excess of eight (8) hours in said "workday" for which a nurse "volunteers" or "requests" the next regularly scheduled shift (if scheduled and worked) shall be paid at the regular straight-time rate.

EXAMPLE: (using a 32 hour period)

I.	Regular Shift	"Volunteer" or "Request" with		Next Regularly Scheduled
Shift	_____	Medical Center		(NRSS)
Worked	7:00-3:30	<u>Approval</u>	<u>Off</u>	7:00-3:00
Payment	8 Hours Regular Time (R.T.)	8 Hours Overtime (O.T.)	No Pay	8 Hours Regular Time (R.T.)

II.	Regular Shift	Off	"Volunteer" or "Request"	NRSS
Worked	3:00-11:30	Off	7:00-3:30	3:30-11:30
Payment	8 Hours R.T.	No Pay	8 Hours O.T.	8 Hours R.T.

III.	Regular Shift	Off	"Volunteer" or "Request"	NRSS
Worked	11:00-7:30	Off	3:00-11:30	11:30-7:30
Payment	8 Hours R.T.	No Pay	8 Hours O.T.	8 Hours R.T.

5. The "any twenty-four (24) hour period" pursuant to the application of Article 13, Section 12 of the Agreement, commences with the start of any "required" hours of work in excess of eight (8) hours in a "workday" as defined in Paragraph 1 above, and terminates twenty-four (24) hours afterwards.

EXAMPLE: (using a 32 hour period)

I.	<u>Regular Shift</u>	<u>"Required"</u>	<u>Off</u>	<u>NRSS Scheduled and Worked</u>
Worked	3:00-11:30	11:30-7:30	Off	3:00-11:30
Payment	8 Hours R.T.	<u>8 Hours O.T.</u>	<u>No Pay</u>	<u>8 Hours O.T.</u>
the "any twenty-four (24) hours period"				

II.	<u>Regular Shift</u>	<u>"Required"</u>	<u>Off</u>	<u>NRSS Medical Center to give off</u>
Worked	7:00-3:30	3:30-11:30	Off	Off
Payment	8 Hours R.T.	<u>8 Hours O.T.</u>	<u>No Pay</u>	<u>No Pay</u>
the "any twenty-four (24) hours period"				

6. The provisions of Article 13, Section 12 of the Agreement shall apply when a nurse is "required" to work more than three (3) actual hours in the fifteen and one-half (15-1/2) hour period immediately following the completion of the regularly scheduled shift in a "workday" as defined in Paragraph 1 above.

EXAMPLE: (using a 32 hour period)

I.	<u>Regular Shift</u>	<u>"Required"</u>	<u>Off</u>	<u>NRSS Scheduled and Worked</u>
Worked	11:00-7:30	7:30-10:30	Off	11:00-7:30
Payment	8 Hours R.T.	3 Hours O.T.	No Pay	8 Hours R.T.

II.	<u>Regular Shift</u>	<u>"Volunteer" or "Request"</u>	<u>Off</u>	<u>NRSS Scheduled and Worked</u>
Worked	11:00-7:30	7:30-10:30	Off	11:00-7:30
Payment	8 Hours R.T.	3 Hours O.T.	No Pay	8 Hours R.T.

III.	<u>Regular Shift</u>	<u>"Required"</u>	<u>Off</u>	<u>NRSS Scheduled and Worked</u>
Worked	3:00-11:30	11:30-3:30	Off	3:00-11:30
Payment	8 Hours R.T.	4 Hours O.T.	No Pay	4 Hours R.T. 4 Hours O.T.
the "any twenty-four (24) hours period"				

IV.	<u>Regular Shift</u>	<u>"Volunteer" or "Request"</u>	<u>Off</u>	<u>NRSS Scheduled and Worked</u>
Worked	3:00-11:30	11:30-3:30	Off	3:00-11:30
Payment	8 Hours R.T.	4 Hours O.T.	No Pay	8 Hours R.T.

7. The Medical Center will continue to follow past practice in making every attempt to give the nurse who is "required", volunteers" or "requests" to work an entire shift of overtime, the next regularly scheduled shift off without pay.

Pamela A. Ames, R.N.,M.S.
Assistant Director
Economic and General Welfare Program
Ohio Nurses Association

Donald P. Thornburn
Labor Relations Director
Akron General Medical Center

APPENDIX D

MEMORANDUM OF AGREEMENT

The parties agree to incorporate the following into this Memorandum of Agreement:

1. There shall be no retaliation, reprisal, discrimination or harassment of any kind either by the Medical Center, its employees, the ONA or any bargaining unit nurse against any nurse who participated in the strike, against any nurse who did not participate in the strike or against any other Medical Center employee or patients.

Any violation of this paragraph by the Medical Center, its employees, the ONA or any bargaining unit nurse shall be subject to the grievance and arbitration procedure contained in the contract.

Any nurse who violates this paragraph shall be subject to disciplinary action which may be appealed through the grievance procedure.

2. Those nurses that have worked during the strike or that have been hired as permanent replacements will have the choice to indicate to ONA and the Medical Center, in writing, within thirty-one (31) days after the parties' collective bargaining Agreement is ratified as to whether or not they wish to be members of the ONA. All nurses hired after the date of this Agreement is ratified will become members of the ONA in accordance with Article V, Section 1 of the parties' contract.
3. Striking nurses will be recalled to work to their former positions where permanent replacements have not been hired, by unit, seniority, and payroll status as the units are opened. Those units and positions where nurses have been permanently replaced will be placed on a preferential hiring list according to their seniority and payroll status. Such nurses would have preferences to their former positions if it becomes vacant before those nurses that have signed a bid list.

All nurses who have been placed on the preferential hiring list will be offered vacancies that have not been permanently filled by seniority and payroll status providing such nurse must be qualified to perform the duties of the vacant position. A nurse is presumed to be qualified if they have training and experience on that type of unit in the past

two (2) years, e.g., medical surgical unit, OB, hemo, critical care, etc. Such nurse is expected to perform her duties without an orientation period.

However, if a nurse turns down a position, other than her former position, for which she is qualified, she goes to the bottom of the preferential hiring list.

If she turns down a position she is qualified for more than once she loses her employment rights at the Medical Center. Whether the nurse is qualified or not will be subject to the grievance procedure.

4. In those units and/or departments where nurses have been replaced when nurses are contacted to return to work they will be given twenty-four (24) hours within which to respond to a choice of positions available to them on their unit within their status according to their seniority.
5. Striking nurses who were permanently replaced and are working in a position different from their position on March 23, 1983, may refuse their former position when it becomes available. If they accept their former position, they will be moved within two (2) weeks as long as there is a nurse on the preferential hiring list who is qualified to perform the nurse's job, in which case the vacancy she is moving to will be filled in accordance with the paragraphs pertaining to on-call staffing.

*****Note: The language in Appendix D of the 1996-1999 agreement has been deleted since it ceased to be relevant. However, should the Medical Center ever reestablish a Hemodialysis Unit, said language shall automatically regain full force and effect upon request by ONA.*****

APPENDIX E

DRESS CODE FOR NURSES

The following dress code will take effect and be enforced as of July 1, 2004. Prior to this date, the dress code in the 2001 agreement will be maintained.

1. Each nurse will present a clean, well-kept, professional appearance.

2. Revealing, form-fitting, see-through clothing is not acceptable.

3. Nursing Caps

It is the option of each nurse to wear a nursing cap. If worn, the nursing cap must be clean and white.

4. Shoes – Clean shoes are required. Nursing clogs are permitted. No heelless shoe without straps or open sandals are permitted.

5. Hosiery

a. White or street hose must be worn with uniform dresses, skirts, or skorts.

b. Hose should be run-free.

c. Socks may only be worn with and covered by uniform/scrub pants and should be color coordinated with the uniform/scrubs.

6. Surgical Attire

a. Surgical caps and booties are not to be worn outside the department.

b. Surgical scrubs are to be covered by a lab coat when leaving the department for those required to wear scrubs.

7. Psychiatry - has separate dress code.

8. Undergarments must blend with the uniform.

9. Uniform or scrub dresses/skorts/skirts may be white, solid or print color-coordinated and must be at least knee-length.

10. T-shirts, polo shirts, and turtlenecks may be worn with the following restrictions:

a. White or solid, color-coordinated

- b. Turtlenecks with small print are also acceptable if color-coordinated
 - c. T-shirts may only be worn under scrubs/scrub jackets
 - d. Print color-coordinated scrub tops
11. Logos on shirts should be less than the size of an AGMC name badge.
12. An open, button-front sweater may be worn. It must be white or solid color-coordinated. Hooded sweaters are not permitted.
13. Employee-purchased scrubs that maintain a professional appearance may be worn (except in OB and OR).
14. Uniform/scrubs must be washable.
15. No sweat shirts, sweat pants, jeans, stirrup pants, or other street clothes will be permitted.
16. Name badges must be worn. Nursing school pins are optional. Pins, stickers, and other paraphernalia should not cover any portion of the name badge, except nurses may conceal their last names in the Psychiatry units, the ED, and in other circumstances with mutual agreement of the Medical Center.
17. Jewelry, Cosmetics, and Perfumes
- a. No excessive jewelry and no more than two (2) tasteful, promotional or fun buttons may be worn.
 - b. A limit of three (3) rings is suggested. Rings to be removed when necessary technique indicates.
 - c. Large, gaudy earrings are not acceptable. Nose rings and tongue rings must be of the “stud” variety and are limited as follows: one (1) small nose stud, and one (1) tongue stud. Tongue stud must not interfere with speech. No other visible piercings are permitted.
 - d. Nail polish - a light color is suggested (no blues, greens, blacks, etc.)
 - e. Fingernails should be well-manicured and only 1/4" from fingertip. No acrylic or other artificial nail may be worn.
 - f. Large, gaudy necklaces/bracelets are not acceptable.
 - g. Strong smelling perfume, cologne, or aftershave is prohibited.

18. Hair
 - a. Must be neat.
 - b. Long hair must be pinned up and pulled back.
 - c. Hair accessories must be small and conservative; dangling scarfs/ribbons are not to be worn.
 - d. No extreme hairstyles or colors are permitted. Potential violations will be discussed between Nursing Leadership and PSNA Leadership before action is taken.
19. Jewelry and hairstyles must not interfere with staff or patient safety, i.e., contamination or potential injury to patients or staff.
20. The Nursing Department in conjunction with the Staffing/Advisory Committee may identify "casual dress holidays" during which seasonal/special event variations to the dress code may occur. Unit-based special requests may also be directed to the appropriate Director.

APPENDIX F

MEMORANDUM OF AGREEMENT

During the course of the 1993 contract negotiations, the parties agreed that the Article 1, Section 8 of the collective bargaining agreement would be modified as set forth below for the term of the 1993-1996 agreement, the 1996-1999 agreement, the 1999-2001, the 2001-2004 and the 2004-2007 agreement and during the term of the current agreement. In all other respects, Section 8 of Article 1 shall continue in full force and effect.

The Medical Center may reduce the number of registered nurses over the course of this contract in order to change the mix of personnel in various units. This change in mix will not, however, be accomplished so as to result in the layoff of any bargaining unit nurse. This, however, does not mean that a nurse may not be laid off during the course of this Agreement due to economic conditions or other circumstances recognized in Article 25.

The reduction of registered nurses shall be accomplished through house-wide attrition. No more than 3% of the bargaining unit may be affected in any contract year. This attrition driven approach will ordinarily be utilized when a nurse leaves a unit and he or she is not replaced by another RN. However, it is possible that the Medical Center will eliminate or replace an RN within a particular unit which has insufficient attrition. In that instance, any affected nurse would be considered displaced and would have bumping rights in accordance with Article 25, Section (A)(2). Upon request, not more than twice per year, a unit specific summary of permanent changes to positions or skill/staff mix (ratio of RNs to other job classifications) will be provided to PSNA/ONA.

If the Medical Center is considering a change affecting a nursing unit's system of delivery of care or staff mix, notice shall be provided to ONA as soon as possible after a decision to consider change is made. The parties will jointly review and discuss the skill/staff mix and job responsibilities on that unit prior to any decision being made. Included in that discussion will be ONA leadership and nurses from the affected unit.

Prior to implementation of any changes on a unit, there shall be education provided to personnel on affected units as to any change in their responsibilities and as to modification of work to be performed on the unit. No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Ohio Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice, or Medical Center policy.

APPENDIX G

TERMS AND CONDITIONS OF JOB SHARING

The general philosophy behind a job sharing arrangement is that two employees shall be responsible for the obligations of a single position, and therefore, entitled to the benefits of a single position. A prerequisite of any job sharing arrangement is that both RNs must be qualified to perform all duties of the "job sharing person." Therefore, the following terms and conditions shall apply to all job sharing arrangements:

1. Participants of a job sharing arrangement shall fill a 1.0 FTE position (or 0.9 if 12 hour RN), the same as if the position was held by one individual. When the schedule is posted, it will set forth the days on which the "job sharing person" is scheduled. The participants must notify their Director or Manager within one week of the posting as to which of the two participants will be covering the scheduled days. Participants will jointly be required to fulfill the weekend and call obligations of a single full-time position.
2. Both participants will be considered to have continuous seniority and service. Individual ONA seniority hours will only reflect the number of hours which each nurse actually works.
3. When two nurses enter into a job sharing arrangement, they shall determine which one of their positions shall be vacated. Once the aforementioned vacated position has been accepted by another RN, the job sharing arrangement may only be terminated in the following manner at the request of either one or both of the participants:
 - a. If one of the participants bids, is awarded and accepts another position, or terminates her employment, then the position shall revert to a full-time (1.0 FTE or a .9 twelve hour position) and the remaining nurse will be responsible for fulfilling the entire obligation of the prior job sharing position until she is able to find another partner.
 - b. If both of the participants wish to terminate the arrangement, then they shall determine which nurse shall be entitled to remain in the current position, and which must bid into a new position.
 - c. Both participants shall have unit based bidding privileges for the unit on which they work in the job share position. Any

bidding out of the position shall be done on the basis of the bidder's ONA seniority hours.

4. PTO - Participants in a job sharing program shall accrue PTO in the same manner as semi-full time RNs. Specifically, they shall accrue PTO on the basis of hours paid. There will be no need for a job share participant to schedule PTO since it shall be the responsibility of the job sharing partner to cover for her partner's PTO. A participant can request payment for her accrued PTO anytime during the year in which they would have been otherwise entitled-to take the PTO.
5. STD - Job sharing participants shall accrue STD in the same manner as any other semi-full time RN. Specifically, they shall accrue STD on the basis of hours paid. If a participant is ill and cannot work a shift to which she has already committed, she may arrange for her partner to cover said shift to avoid being charged for absenteeism hours under the Absenteeism Policy. If her partner cannot cover the shift, then she must report off and will be charged with absenteeism if appropriate. The participant would not be entitled to the payment of STD if her job sharing partner covers the shift.
6. Pension/Matched Savings Plan - A job sharing partner's rights to participate in the pension and matched savings plans shall be determined solely by the provisions of the Plan Documents and Article 17 of the collective bargaining agreement.
7. Medical/Dental Insurance - A job sharing participant shall be entitled to participate in the Medical Center flex enrollment in the same manner and under the same terms as any other part-time nurse.
8. Life Insurance - A job sharing participant shall not be eligible for life insurance under the Akron General Medical Center coverage plan.
9. Long Term Disability - A job sharing participant's rights to participate in the long term disability plan shall be determined solely by the provisions of the Plan Documents. A job sharing participant must work thirty (30) hours per week for fifty-two (52) weeks in a plan year to be eligible for LTD.
10. Tuition Reimbursement - The participants shall be entitled to the benefits provided for educational assistance under Human Resources Policy 8.4. However, they shall be limited to the sum of \$3,000.00 or

- \$4,000.00 per calendar year divided between the two participants (reference Article 23, Section 3). Each participant's share of the full-time benefit shall be determined by the participants.
11. National Holiday/PTO - Participants will be required to cover the holiday obligations of their full-time position. The participants must specify who will work the holiday or who will be scheduled off. Each participant will notify the Medical Center annually as to whether they wish to receive payment of one (1) additional shift of PTO for a holiday worked (refer to Article 18 – Holidays).
 12. The participants shall be entitled to payment for education days the same as if they each held a semi-full time status.
 13. Bereavement Leave - The participants shall be entitled to bereavement leave the same as if they each held a semi-full-time status.
 14. Only qualified nurses who are on the same unit and the majority of hours in their shifts overlap may participate in a job sharing arrangement. If a nurse working the 3p to 11:30p shift wishes to job share a 7a to 7:30p position she must have more than five thousand (5,000) hours of seniority. There is no seniority restriction for the 3p to 11:30p nurse to job share with a 7p to 7:30a nurse. Float nurses may job share within the float pool or on the unit where they possess bidding rights and are able to function independently.
 15. Additional Hours - A job sharing participant may sign up for additional hours on her own unit or pursuant to the terms set forth in Article 13, Section 7, provided she is qualified and overtime does not result. Neither partner can sign up for call or extra time on a holiday scheduled off.
 16. Bumping - The "job sharing position" may be bumped by another RN. However, in order to bump the "job sharing position" an RN must have more seniority than the most senior of the job-sharing participants. If bumped, the job sharing participants can either bump one position using the seniority of the most senior of the job sharing participants, or may individually bump using their own seniority.
 17. FMLA or Extended LOA – If one (1) participant goes on FMLA or an extended LOA, the partner is responsible for fulfilling the entire

obligation of the job share position. In the event of hardship, full coverage may be reviewed on a case by case basis.

We, the undersigned Registered Nurses, have read and understand the terms and conditions of job sharing outlined above and agree to abide by these terms and conditions for the duration of our job sharing arrangement.

Name

Name

Date

Date

ONA Representative

Department Director

Date

Date

APPENDIX H

Temporary Reassignment

1. Every attempt will be made to float a nurse within the nurse's area of specialty. These areas are as follows:
 - Medical/Surgical Telemetry, Oncology, Cardiac/CV Telemetry
 - Critical Care (ED, PACU, CSU, CCU, PCU, PICU, MICU, SICU)
 - OR
 - Psychiatry
 - New Life Center
 - Outpatient, Ambulatory Care Center, PSU

2. At the time the float nurse arrives to the unit where she/he is to work, the unit staff and the floated nurse will mutually determine whether the floated nurse will have an **independent but customized assignment** of patients *OR* whether the floated nurse will work as an **assisting** nurse to the unit-based RN(s). Assignment decisions should be based on the floated nurse's background and experience and the needs of the patients on the patient care unit where the nurse is to work.

3. A nurse floated to a unit outside of his/her specialty would NOT be *expected* to do the following if she/he does not perform such within her/his own specialty:

Resource LPNs

Initiate blood and blood product transfusions

Manage IV drip medications

Manage PCA pumps and medications

Insert corpaks, feeding tubes, or nasogastric tubes

Change central line dressings

Change chest tube dressings

Monitor or chart telemetry

Discharge teaching for patients, unless in consultation with resource RN

Care for patient in AFB isolation

Suction patients

Provide tracheostomy care

Admit to unit the first transfer or admission to the unit

*Programmed medications

*IV insertions

*At the time the floated nurse arrives to the unit where she/he is to work, the resource nurse assigned to assist the floated nurse and the floated nurse will assess whether the floated nurse will take responsibility for patient's programmed medication administration and for IV insertions for assigned patients.

4. Nurses floated should have the following basic skills and be able to perform these tasks independently:

Vital signs

Head to toe assessment, in order to complete 24 hour care report

Complete allergy assessment form

Complete admission database, sections 1 & 2

Perform phlebotomy and bedside glucose meter testing

Administer PRN pain medications, referring to unit's list of allowed meds

Obtain and monitor pulse oximetry

Operate dynamap blood pressure monitors

Change simple dressings (no drains)

Complete patient transfers from unit to unit

Insert female foley catheters

Operate IV pumps and perform IV tubing changes

Provide post mortem care

5. Each patient care unit will develop and maintain current information for sharing with staff floated to the unit that would include but not be limited to the following:

An identified resource nurse

Basic tour of lay out of unit

Introduction to caregivers and workers on unit "boards", such as temperatures, assignment/lunch, blood sugar, telemetry time

DNR patients on unit

STAT cart location

Medication cart lock numbers

Isolation/TB rooms in service

Pagers/portable phones in use

Specifics of bed alarms, bed controls, and call lights
Meal times for unit
Communication about admissions, transfers etc.
Process of physician notification
Flow of care on unit (TBA patients and direct admits)
IV medications routinely give on unit
Case management system on unit (meetings, times, persons etc.)
Any unit-specific "Do's and Don'ts"
Chart forms routinely used

6. In the event that the floated nurse and the patient care unit staff where the nurse has been assigned to work cannot mutually agree on the floated nurse's assignment, including administering medications and providing treatments, nursing management should be notified immediately.
7. If an RN is called in extra to work (on the same day under Article 13, Section 10) on her specific unit, there will be no pulling of staff from that unit. If staffing utilization is low for that unit, the extra staff member has the opportunity of going home or working on another unit.
8. Float Pool Bonus – Annually, each January, for every twelve (12) months of continuous service in the float pool, full-time nurses shall be paid a seven hundred fifty dollar (\$750.00) bonus, semifull-time nurses shall be paid a five hundred dollar (\$500.00) bonus and part-time nurses shall be paid a three hundred dollar (\$300.00) bonus. If a nurse starts a float pool position on or before July 1, she will receive one half (½) of her respective bonus the following January.

APPENDIX I

Nine (9) Month Work Option

For the purpose of providing for alternative staffing patterns, the Medical Center and ONA will trial a limited number of bargaining unit positions as a nine (9) month work option. The trial period will be for a minimum of one (1) year. Continuation of the program will be re-evaluated at the end of one (1) year.

Nine (9) month work option positions will be posted for bid based upon seniority. Nurses working these positions will be scheduled to work nine (9) consecutive months full-time followed by three (3) consecutive months off. These positions will be treated as semifull-time status for all benefit purposes.

Staffing Advisory Committee will be charged with finalizing the details of these positions. In the event the trial is ended by the parties, nurses in the nine (9) month work option will be allowed to return to their former positions, if available, or a float position with the same hours and shift as their former position.

APPENDIX J

LETTER OF UNDERSTANDING

June 12, 2001

Susan Lauren Shelko
Labor Relations Specialist
Ohio Nurses Association
4000 East Main Street
Columbus, Ohio 43213-2983

Re: Statement of Philosophy Concerning Mandatory Overtime

Dear Ms. Shelko:

The purpose of this letter is to restate in writing Akron General Medical Center's longstanding philosophy regarding mandatory overtime. It is not the policy or the practice at Akron General Medical Center to use mandatory overtime for staff nurses. The Medical Center believes that mandatory overtime is an inappropriate and ineffective solution to nursing shortages and staffing issues and generally is not in the best interests of our patients or staff. Accordingly, the Medical Center has not previously used mandatory overtime in order to staff a unit. It is our clear intention to continue this practice.

The Medical Center and ONA are both in agreement that an issue of mandatory overtime does not arise in the situation in which a patient emergency or procedure necessitates the RN work a short time beyond the normal end of shift to complete the procedure or resolve the patient crisis. As PSNA leadership has stated, "no nurse should ever leave a patient in an emergency situation."

In the event that overtime is required, it will be made very clear to RNs that it is a mandatory overtime situation. The Medical Center pledges to continue, during the life of the 2001 labor agreement, its current philosophy and practice relating to mandatory overtime. It is anticipated that overtime of this kind will rarely, if ever, be required.

Sincerely,

Joan F. Wessman
Sr. Vice President, Patient Services

APPENDIX K

LETTER OF UNDERSTANDING



400 Wabash Avenue
Akron, Ohio 44307
330-344-6000
www.akrongeneral.org

Alan J. Bleyer
President

September 25, 2006

Kelly Trautner
Labor Relations Specialist
Ohio Nurses Association
4000 East Main St.
Columbus, Ohio 43213

RE: Statement of Support for ANA Code of Ethics for Nurses
with Interpretive Statements

Dear Ms. Trautner:

The purpose of this letter is to restate in writing Akron General Medical Center's longstanding support for the ANA Code of Ethics for Nurses.

We recognize and support that ethics is an integral part of the foundation of nursing practice.

A copy of the ANA Code of Ethics is available in a binder in each nursing department. The Quality and Patient Safety Council has initiated a subcommittee on nursing ethics.

Sincerely,

Diane Janusch, RN, MSN, CHE
Sr. Vice President and Chief Nursing Officer

DJ:rg

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