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AGREEMENT

Between

**The
Ohio Nurses Association**

and

**The
Ohio State University**

(RNs)

April 1, 2003

through

July 1, 2005

9/15/03

66 pages

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ARTICLE 1 RECOGNITION

Section 1: This Agreement is made and entered into this April 1, 2003, by and between the Ohio Nurses Association, hereinafter referred to as "ONA" and The Ohio State University, hereinafter referred to either as the "University" or the "Hospitals" or the "Medical Center."

Section 2: The purpose of this Agreement is to maintain an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by representatives of the registered nurses and Hospitals and nursing administration.

Section 3: The University agrees that, during the term of this Agreement, it will not recognize or negotiate with any other organization or association as a representative of the registered nurses within the employee group described below and that the wages, hours and working conditions of all registered nurses within the employee group will be as set forth in this Agreement.

Section 4: The employee group covered by the Agreement includes all regular full-time and part-time registered nurses with the following positions in the University Hospitals which for purposes of this Agreement shall include the Arthur G. James Cancer Hospital and Richard J. Solove Research Institute and the Student Health Center.

- *Staff Nurse
- *Clinic Nurse
- *Clinical Nurse Specialist
- *Nursing Staff Development Specialist
- *Nutrition Support/PICC Nurse
- *Coordinator-Enterostomal Therapy
- *Infection Control Coordinator
- *Utilization Management Coordinator
- *Nurse Discharge Planning Specialist
- *Coordinator-Peritoneal Dialysis

Nurse managers and assistant nurse managers working in patient care units, other supervisory employees and nurses employed in areas or departments not specified above are not included. In the event a new position, area or department is created or established which ONA contends should be

covered by this Agreement, the inclusion of any such new position, area or department shall be discussed by the parties. In the event the parties fail to agree as to the inclusion or exclusion of such position, area or department such question may be submitted to arbitration pursuant to the arbitration procedure set forth in this Agreement.

It is not the Hospitals' intent to change the job title or job description of positions within the employee group for the purpose of eliminating bargaining unit positions or for other than legitimate reasons related to operational effectiveness and efficiency.

Section 5: The Hospitals agree that it shall not layoff or reduce the pay of any bargaining unit nurse as the proximate result of any contract or subcontract. The Hospitals agree to meet and confer with the ONA whenever such contracting or subcontracting effects the continuing employment of bargaining unit nurses.

ARTICLE 2 ONA MEMBERSHIP

Section 1: It is agreed that all nurses who are members of ONA and OSUNO thirty (30) days after the signing of this Agreement, and all nurses who join ONA and OSUNO during the term of this Agreement shall retain their membership in good dues standing. It is agreed that members of ONA and OSUNO who wish to terminate their memberships may do so, upon written notice to both ONA and the Hospitals during the month of October each year, and membership in the ONA and OSUNO shall no longer be a condition of employment for a nurse who so resigns.

Section 2: Effective upon ratification of this Agreement, nurses who do not desire to become members of ONA and OSUNO shall pay a fair share fee to ONA as a condition of employment. All nurses hired after contract ratification who do not become members in good standing of ONA and OSUNO shall pay a fair share fee to ONA effective 60 days from date of hire as a condition of employment. The fair share fee amount shall be certified in writing to the Hospitals by ONA. The deduction of the fair share fee from any earnings of the nurse shall be automatic, as required by law, and does not require a written authorization for payroll deduction. Payment to ONA of fair share fees shall be in accordance with regular dues deduction as provided herein. Those nurses who have religious objections to union membership or to paying a fee as described above and who meet

certain criteria may pay an equivalent sum instead to an agreed-upon nonreligious charitable fund.

ARTICLE 3 ONA DUES DEDUCTION

Section 1: The University agrees to deduct monthly ONA dues in whatever sum is authorized by ONA from the pay of nurses IN AN ACTIVE PAY STATUS upon receipt of a voluntary written authorization executed for that purpose. A copy of the authorization form is attached as Appendix A.

The University will also deduct Ohio State University Nurses Organization (OSUNO) dues in whatever sum is designated in writing by the local unit chairperson from the earnings of each nurse who has signed a payroll authorization form provided by ONA.

Section 2: The University's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse who signed the authorization. If the nurse is transferred to a position with the University not covered by this Agreement, the University will continue such deductions until and unless the nurse notifies the University in writing to discontinue the deduction of dues.

Section 3: Deductions provided for in this Article shall be transmitted to ONA no later than the 20th day of the month following the month of the dues deduction. The University will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues have been deducted.

Section 4: ONA agrees that it will indemnify and save the University harmless from any action arising from the deduction of any dues/fees as provided in this article and Article 2 once the dues/fees have been deducted and transmitted to ONA.

Section 5: Nurses may obtain and submit Authorization for Payroll Deduction of Association Dues forms at the Hospitals' Office of Human Resources.

Section 6: Within thirty (30) days after the effective date of this Agreement, and on a monthly basis thereafter, the University will provide the ONA an alphabetized list of bargaining unit nurses and their home addresses. On a

monthly basis, the Hospitals' Office of Human Resources will provide the ONA an alphabetized list of bargaining unit nurses including: name, title, date of hire and hospital cost center.

ARTICLE 4 ASSOCIATION ACTIVITY

Section 1: Representatives of the ONA may enter the Hospitals for purposes of meeting with nurses and the Hospitals' representatives under the grievance procedure provided herein, or for purposes related to the ONA's educational activities with the permission of the Administrator of Human Resources. Such representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Hospitals may establish.

Section 2: OSUNO may designate up to 11 registered nurses (10 registered nurses from OSU Hospitals/James Hospital plus one registered nurse designated from the bargaining unit at large) to serve on the ONA negotiating committee. The designated registered nurses will be granted leave of absence with pay for the day on which a meeting is held but in no event will a nurse be paid more than the number of hours for which the nurse is usually scheduled. ONA Negotiating Committee members will be scheduled on the day shift each day of negotiations and automatically be excused to attend negotiating sessions. Nurses shall not be scheduled to work the night shift on the day preceding scheduled negotiations.

Section 3: Where there are bulletin boards for Hospital employees, a reasonable amount of space will be reserved for the ONA or the ONA local unit. Material to be posted shall be submitted to the Administrator of Human Resources, who shall review and initial at least one copy of the material after which the Administrator shall arrange to have such material posted on locked bulletin boards and the ONA or the ONA local unit shall be responsible for posting such material on other bulletin boards located in each area where bargaining unit nurses are scheduled to work.

Section 4: Acceptable material for posting shall concern ONA or the ONA local unit meetings and other ONA or other ONA local unit business, social, recreational or educational meetings. Notice of a political or controversial nature shall not be posted.

Section 5: The ONA will have reasonable access to nurses' mailboxes upon prior notification to the appropriate unit supervisor.

Section 6: Any full or part-time registered nurse serving as President of the Ohio State University Nurses Organization shall be granted two (2) eight (8) hour days per four (4) week schedule as part of the nurse's FTE for the purpose of conducting OSUNO business. The President of OSUNO and her nurse manager shall schedule one (1) of these eight (8) hour days six (6) weeks in advance. The other eight (8) hour day shall be scheduled on the regularly scheduled grievance meeting day. Upon the presentation of a bill, OSUNO shall fully reimburse the Hospitals for the wages and benefits received by the OSUNO President during these hours.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1: The management of the University, the control of the premises, and the direction of the nursing force are vested exclusively with the University. The right to manage includes the right to hire, assign, transfer, promote and lay off; to discipline, demote, suspend or discharge nurses for just cause; to establish, abolish, modify and/or combine positions and the job content thereof; to determine the shifts, starting times, and the number of hours to be worked by nurses; to determine staffing and 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 the scope and nature of medical treatment and care to be rendered and the type and amount of equipment and supplies to be utilized in providing such care; to determine the method and means by which its operations are to be carried on; to maintain maximum efficiency in all of its operations; and to carry out the ordinary and customary functions of management subject only to such restrictions governing the exercise of these rights as are expressly specified in this Agreement; and provided further that these rights shall not be used for the purpose of discriminating against any nurse on account of membership in or activity on behalf of ONA as provided for in this Agreement.

The management rights set forth above are not all inclusive but merely indicate the type of matters or rights which belong to and are inherent in the management of the University. All rights which the University has had in the past and have not been explicitly contracted away by the specific terms of this Agreement are retained solely by the University. The University's

failure to exercise any right reserved to it or its exercise of any right in a particular way shall not be deemed a waiver of any such right or preclude the University from exercising the same in some other way not in conflict with the express terms of this Agreement.

ARTICLE 6 PROFESSIONAL PRACTICE

Section 1: The Hospitals recognize that registered nurses have the right to subscribe to the Code for Nurses. The Hospitals support and endorse this individual subscription to this Code. Since by law, however, the Hospitals are ultimately responsible for all patient care performed within the Hospitals, the ONA recognizes that neither the Hospitals nor any of their employees are governed by the ANA Code for Nurses.

Section 2: Professional Nursing Practice Committee.

- A. Meetings between ONA and the Hospital management will be held not less than once monthly to discuss matters of mutual concern and interest relating to professional nursing practice:
- B. The Hospitals shall be represented by at least two (2) representatives of Nursing Service management and such other representatives as the Hospitals shall designate. The ONA shall be represented by such nurses as the ONA shall designate except that the Hospitals will not be required to permit more than nine (9) bargaining unit nurses to be off from work without loss of pay to attend such meetings. An ONA staff representative may attend such meetings upon appropriate advance notice to the Administrator of Human Resources.
- C. Not less than five (5) days prior to each meeting, the parties will propose agenda items outlining the topics they wish to discuss. If no agenda items are submitted, no meeting shall be held that month. Such topics shall be directly related to professional nursing practice. Issues which are grievable or are unit specific and operational in nature are appropriately dealt with through the grievance procedure or by the nurse manager responsible for the affected unit.
- D. The committee will establish meeting times and administrative procedures. The ONA and the Hospitals each will designate

one of its committee members to serve as chairperson on a semi-annual basis. The chairperson of each meeting shall appoint a committee member to act as secretary and prepare proposed minutes which shall be distributed to each committee member for approval and/or amendment at the next meeting. At each meeting, the ONA and the Hospitals shall each have one vote. Recommendations of the committee shall be reduced to writing and forwarded to the Administrators-Nursing Services for review and response. Such responses will be reported back to the committee prior to its next meeting and will be made part of the minutes.

- E. After approval and/or amendment of the minutes of each meeting, the ONA may post the minutes on the bulletin boards located in each unit and in the clinic.

Section 3: In order that staff nurses may be able to provide direct and continuous care to patients, nursing management with the assistance of charge nurses shall be responsible for obtaining additional staffing. In no case shall a charge nurse be required to mandate another staff nurse to work overtime.

Section 4: In the event a condition arises on a nursing unit where a nurse or nurses have concern regarding nursing care, staffing or patient safety, this concern shall be communicated to the immediate supervisor for possible alternative solutions. Established nursing channels will be utilized for communication and problem solving. Nursing management is committed to consider information received from all sources in relation to effective management to meet nursing care requirements. Nursing management agrees to respond to the concern of the nurse or nurses in writing as soon as practicable.

Section 5: The Clinical Ladder Program shall be maintained during the life of the Agreement between the Parties provided however, that upon thirty (30) days written notice to the ONA, the Hospitals may make such modification to the program as it deems advisable. As part of the program, the Hospitals agree to a base pay increase of four percent (4%) for Staff Nurse II to Staff Nurse III, and six percent (6%) more for Staff Nurse III to Staff Nurse IV.

The Clinical Ladder Program and no dispute arising from the implementation or administration of the program shall be subject to the grievance and arbitration provisions of this Agreement in effect between The Ohio State University and the Ohio Nurses Association, except that a denial of promotion may be grieved. Should such a grievance be arbitrated, then notwithstanding the provisions of Article 12 of the Agreement, the arbitrator shall have no authority to reverse or modify the decision of the Clinical Ladder Committee unless the decision of the Committee is plainly wrong, demonstrably arbitrary or capricious, or is the result of fraud.

Section 6: The primary responsibility of the registered nurse is direct patient care. In keeping with this philosophy, the Hospital agrees that relief from non-nursing duties is desirable.

ARTICLE 7 EDUCATIONAL PROGRAM

Section 1: Nurses covered by this Agreement will receive the university fee authorization program and dependent fee authorization program as currently in effect and as may be determined during the term of this agreement.

Section 2: Attendance at required educational conferences, seminars, or external educational programs shall be counted as time worked, and nurses shall be compensated for all such hours but not to exceed their usual number of hours per shift or forty (40) hours in any work week at their regular straight-time hourly rate, and for the cost of travel and registration fees in accordance with University policy.

Section 3: Regular full-time or part-time nurses employed on at least a 50% basis shall be eligible for professional days to attend professional conferences, seminars or external educational programs if such conference, seminar or program is approved by the Director of Nursing, provided the nurse requesting attendance would be eligible under existing written policy. Attendance at Hospitals' required meetings or conferences shall not be considered to be the use of professional days. A full-time or 90% nurse who attends such a conference, seminar or program shall be paid four (4) eight (8) hour professional days (at the regular straight time rate) of such attendance in each twelve (12) month period following the nurse's anniversary date of hire. A part-time nurse shall be paid two (2) eight (8) hour professional days (at the regular straight time rate), in each twelve (12) month period.

Upon approval by the Director, such professional leave will be granted if notice of such attendance is submitted at least ten (10) days prior to the schedule posting of the period in which the conference, seminar or program falls. It is recognized that the applicable Director of Nursing may cancel an approved professional leave if, in the opinion of the Director, operational needs require. If the request is made less than ten (10) days prior to schedule posting, attendance of the nurse shall be approved if it would not unreasonably interfere with staffing or scheduling requirements. If professional leave is canceled by the Director, the Hospitals shall pay the nurse for any registration fees and travel expenses, including room accommodations, which the nurse cannot recover.

ARTICLE 8 ORIENTATION

Section 1: All nurses employed by the Hospitals shall participate in a general orientation. This program will be based on the concept that learning is facilitated when the learner is an active participant in the learning process. The orientation will be structured in such a manner that at any point in time the individual may move into the role of a staff nurse and as such be a contributing member of the assigned unit. The orientation period will be dependent upon the specialty area requirements and demonstrated competencies of the individual. The orientation may be at least four (4) weeks provided the nurse has not previously completed a nursing orientation program at the Ohio State University Hospitals within the last year. The orientation program will include courses with content consistent with national care standards e.g., AORN, ONS, AACN, etc.

Section 2: General Hospital Orientation

Orientation conducted by Educational Development and Resources in cooperation with the patient care unit. During assigned unit time, information/observation will be provided by an appropriate staff person. Structured learning opportunities in the classroom or skill laboratories will be provided including, but not limited to the following topics: IV therapy, medication administration systems, cardiopulmonary resuscitation and other emergency procedures, legal responsibilities, infection control, theory and skills, inter-departmental communications, and OSU policies and procedures.

Attainment of Unit-based Competency

Application of skills in the clinical environment shall be under the direction of the unit preceptor. The unit preceptor will be an assistant nurse manager, an experienced nurse, or a staff nurse II or above, designated by the nurse manager who demonstrates clinical competence in their respective area. It is recommended that an RN preceptor attend and complete the preceptor course offered by the Hospital. The preceptor shall normally have no charge responsibility and shall have reduced patient care assignments during this period. Orientation to the unit will include unit policies and procedures, patient care needs (theory/skills) and the concepts of the current method of patient care delivery. Patient care assignments are determined by the preceptor based on the nature of the patient population (nursing care requirements) and the learning needs of the orientee.

Patient care assignments increase in complexity as orientee performance/competency indicates. The orientee should demonstrate evidence of integration of nursing concepts.

Section 3: During the orientation period, the orientation nurse shall have conferences at least weekly with either the preceptor, nurse manager, and/or Educational Development and Resources to discuss the nurse's progress/attainment of competencies.

Section 4: Any nurse hired for a float pool position shall receive orientation to the type of units on which the nurse is expected to work regularly. A list of all float pool nurses with their competencies will be maintained in the house supervisor book.

Section 5: Orientation requirements may be modified by the nursing administration at the request of the nurse, preceptor, or the nurse manager depending upon the education, experience and demonstrative clinical competence of the nurse.

Section 6: Extension of the orientation program shall not be subject to the grievance procedure.

Section 7: A nurse may assume charge nurse responsibilities upon attainment of unit-based competencies and charge orientation.

Section 8: During the first week of each orientation program, a list of registered nurses participating in such program and included within the employee group will be furnished to ONA. Such list shall include the names and unit assignments of the participants.

Section 9: The Hospitals will include in the written materials distributed to participants in the orientation program written information prepared and furnished by ONA or its local unit relating to that organization and its contractual relationship with the University and a copy of the current ONA/OSU collective bargaining Agreement. Included in such information may be an announcement of the date, time and place of a meeting to be held by ONA.

Section 10: The Hospitals will provide a forty-five (45) minute period of paid time during the first week of each orientation program for the OSUNO designee to meet with the orientees to discuss the parties' rights and obligations under the Agreement. The meeting shall be held during normal working hours and shall not involve the payment of overtime. ONA may distribute membership application forms.

Section 11: OSUNO shall be provided a copy of the current competency criteria for each nursing unit.

ARTICLE 9 PROBATIONARY PERIOD

Section 1: Newly employed nurses shall be considered to be on probation for a period of six (6) calendar months. During or at the end of the probationary period the Hospitals may terminate the nurse at will and such termination shall not be subject to the grievance procedure in this Agreement. However, probationary nurses may only process grievances concerning payment or calculation of pay or violation of Article 10, Section 2.

**ARTICLE 10
EMPLOYMENT**

Section 1: In seeking new or additional nurses, the Hospitals shall first offer employment to those of its nurses who may then be on layoff and are qualified to perform the work available.

Section 2: There shall be no discrimination either by the Hospitals or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, national origin, sex, sexual orientation, disability, Vietnam-era veterans' status, disabled veterans' status, age, or on account of membership or non-membership in, or activity on behalf of ONA as provided for in this Agreement.

Section 3: A nurse who resigns shall give the Hospital four (4) weeks' written notice when possible, however, a minimum of two (2) weeks' written notice specifying the last date that she will actually work is required. A nurse giving such notice will be permitted to work the period specified. If a nurse does not give the appropriate notice, unless the failure to give notice is caused by a situation beyond her control, she will forfeit the vacation pay due.

**ARTICLE 11
AGENCY NURSES**

Section 1: The parties agree that full and part-time nurses employed by the Hospitals are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in assignment of shifts. The Hospitals' basic policy shall be to use their registered nursing staff to the exclusion of agency nurses from outside agencies except in situations where no other means of providing appropriate staffing are available.

Section 2: Agency nurses shall be used only as a supplement to and not to replace nurses employed by the Hospitals. Prior to using an agency nurse, the Hospitals shall attempt to cover a shift or partial shift with its own nursing staff. Before making any use of an agency nurse, the Hospitals shall offer each shift or partial shift to the members of its own staff within the affected unit who are qualified to perform the work.

Section 3: The Hospitals shall use only agency nurses who possess a valid current license to practice nursing in the State of Ohio.

Section 4: An agency nurse shall not be assigned leadership or charge nurse responsibilities, unless the agency nurse has had appropriate charge nurse experience at the Hospitals. The agency nurse shall be expected to otherwise perform substantially the same functions as Hospital staff nurses.

Section 5: Agency nurses will be issued appropriate identification. Prior to assignment on any patient care unit, the agency nurse shall present their identification to the nurse in charge of the unit.

Section 6: No Hospital nurse shall be displaced from an assigned unit by an agency nurse in order that the Hospital nurse can be pulled to another unit until the Hospitals have first attempted to assign the agency nurse, if qualified, to such unit and have attempted to fill the vacancy in such other unit from the staff of such unit.

Section 7: Agency/traveling nurses shall, when practical, receive a minimum of four and one half (4 1/2) hours of orientation provided by Educational Development and Resources. During the orientation process, competencies of agency/traveling nurses will be evaluated in accordance with standards applicable to registered nurses working in University Hospitals.

Staff nurses who have concerns about clinical skills of an agency nurse should report such concerns to their nurse managers.

**ARTICLE 12
GRIEVANCE PROCEDURE**

Section 1: For the purposes of this Agreement, the term "grievance" is defined as a dispute between the University and ONA, or between the University and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment. The parties encourage the informal resolution of grievances with the nurse's immediate supervisor.

Step 1. A nurse having a grievance may take it up in writing with the nurse's immediate supervisor, or other designated

management representative, either alone or accompanied by a representative of ONA, if the nurse so wishes. Any such grievance shall be presented within seven (7) working days after the nurse had knowledge of the event upon which the grievance is based and shall contain (1) a statement of the grievance, (2) the section(s) of this Agreement alleged to be violated, if any, and (3) the remedy or relief sought by the nurse. The supervisor, or other designee, shall give the nurse a written answer within five (5) working days after the grievance has been presented.

In the event the grievance arises in a non-Nursing Service area, the nurse shall file the grievance with the Administrator of Human Resources at the Medical Center, or designee, who will forward it to the appropriate University department. In all other respects such grievance will be handled like any other grievance filed in Step 1, including time limits.

Step 2. If the grievance is not settled at Step 1 of this procedure, it may be presented to the Administrator of Human Resources at the Medical Center, or designee, within seven (7) working days after the step one response. The Administrator of Human Resources at the Medical Center or designee, the grievant, no more than three (3) representatives of the University, and no more than four (4) representatives of ONA, of which no more than two (2) shall be University employees who would otherwise be on duty, shall meet within ten (10) working days after the appeal has been filed unless good cause is shown and agreed by other parties. Also present at this meeting shall be the Director of Employee Relations, or designee, who may actively participate in the meeting. The Administrator or designee, shall respond in writing within five (5) working days after the parties' last meeting. A copy of said answer will be sent to the grievant's home address and ONA.

Step 3. If the grievance is not resolved as provided in Step 2, ONA may submit the issue to arbitration. ONA must notify the Administrator of Human Resources at the Medical Center in writing within fifteen (15) calendar days of its intention to do so.

In the event the matter is submitted to arbitration, the arbitrator shall be appointed by mutual consent of the parties hereto, within seven (7) calendar days after arbitration is invoked.

If the parties cannot agree, they shall, by joint letter, solicit a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. If the parties cannot agree upon one (1) of the listed arbitrators, a University representative and ONA shall each cross one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator. The University agrees to allow the grievant and any necessary witnesses requested by ONA time off with pay to attend the hearing. All other fees and expenses of the arbitration shall be borne equally by the University and ONA.

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration or to impose on either party a limitation or obligation not expressly provided for by the terms of this Agreement, unless the parties have expressly agreed in writing to give the arbitrator specific authority to do so, or to make an award which has this effect. The award of the arbitrator so made shall be final and binding on the parties.

By mutual agreement the ONA and the Medical Center may appoint a panel of at least seven (7) arbitrators to serve on a continuing basis. The panel shall be assigned cases in rotating order designated by the parties. If an arbitrator is not available to hear a case within 60 calendar days, the case will be assigned to the arbitrator who can hear the case at the earliest date. Arbitrators shall remain on the panel until their services are terminated by written notice by either party to the other provided that an arbitrator may not be removed pending a decision on any case. Following removal from the panel, the parties shall select a successor arbitrator.

Section 2: The time limitations provided for in this Article may be extended by mutual agreement of the University and ONA. Working days

as used herein shall not include Saturdays, Sundays, or holidays. In the event the Medical Center does not respond timely at Step 1 or Step 2 of Section 1, then the ONA may advance the grievance to the next step by written notification to the Medical Center.

Section 3: Unless an extension is agreed to by the parties any grievance which has not been assigned to an arbitrator within 240 calendar days of the date of the request for arbitration is filed shall be deemed withdrawn without precedent.

Section 4: A grievance which affects a substantial number of nurses or which involves the disciplinary suspension or discharge of a nurse may initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of nurses, including probationary nurses, may be filed by ONA.

Section 5: Grievances may be processed during working hours. Nurses will be paid for time spent in grievance meetings, including time spent in arbitration, when such time is spent during their scheduled working hours.

ARTICLE 13 CORRECTIVE ACTION

Section 1: The Hospitals shall have the right to take corrective action on a nurse for just cause. If a bargaining unit nurse is to attend a meeting with the nurse manager and such discussion could lead to corrective action, she is entitled to have an ONA representative present if the nurse so requests.

Section 2: In the event a notation of written corrective action is made by the Hospitals it shall be filed in the personnel record of a nurse and the nurse shall receive a copy of the action. The Hospitals shall send the president of the OSUNO and ONA a copy of any notation involving a nurse who is suspended, demoted or discharged within 48 hours (excluding weekends) following delivery to the nurse. Medical Center Human Resources will indicate on all suspension orders the level of the action taken, minor or major.

Section 3: The Hospitals and the ONA agree that no nurse covered by this Agreement shall be suspended, demoted, or discharged without first being given the opportunity to attend a hearing conducted by the Administrator of the Medical Center Human Resources, or designee, at which the nurse and

an ONA representative may show cause why the nurse should not be suspended, demoted, or discharged. The ONA chairperson or designee will be advised at least 24 hours in advance of the hearing. An ONA representative and/or the local chairperson will attend the hearing. The nurse, the ONA representative, if an employee of OSU, and the local chairperson will be paid for time spent in the hearing when this time is spent during their scheduled working hours.

Section 4: It is agreed that corrective action shall be taken according to the seriousness of the offense and that the basic purpose for corrective action is corrective not punitive. The usual progression of corrective action will be written reprimand, suspension, and discharge.

Section 5: Upon written request to the Administrator of the Medical Center Human Resources, a nurse covered by this Agreement may have the record of any corrective action, not otherwise expunged, removed from the nurse's personnel record. The record and all copies shall be remanded to the custody of the nurse, provided there have been no reprimands or corrective actions for a continuous period of twelve (12) months. The above shall apply only to reprimands or corrective actions which were given to a nurse for minor offenses and which are not involved in any pending litigation, including arbitration. With regard to serious infractions, a nurse may request to have the record of any corrective actions, not otherwise expunged, removed from the nurse's personnel record. The record and all copies shall be remanded to the custody of the nurse, provided there have been no further corrective actions, related to the infraction, for a continuous period of thirty (30) months.

Section 6: Any dispute by a bargaining unit member regarding a corrective action including the reasonableness of a related work rule, shall be subject to the grievance procedure as described in Article 12 and cannot be appealed to the State Personnel Board of Review.

ARTICLE 14 HOURS

Section 1: The normal working schedule shall be forty (40) hours to be worked in a seven (7) day period starting at 12:01 a.m. Sunday to 12:01 a.m. the following Sunday. The pattern of scheduling and assigning work, including shift rotation, weekend rotation and holiday rotation shall be determined by the Hospitals in accordance with the provisions of this

Agreement. The Hospitals shall not schedule any nurse to rotate more than two (2) different shifts in any four (4) week scheduling period. A nurse shall have at least two (2) shifts off duty during the transition from the completion of working one (1) shift to the starting time of a different shift. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals.

Section 2: Four (4) week schedules shall be posted at least fourteen (14) days prior to the beginning of the schedule. After scheduling regular nurses unassigned hours will be posted seven (7) calendar days prior to scheduling IRP and agency nurses. In the event more than one nurse volunteers for the same unassigned hours, the hours will be assigned to the most senior nurse. Cancellation of scheduled extra hours for that shift will be made in the following order:

1. Traveler/agency in overtime
2. IRP nurse(s)
3. Least senior RN who is in scheduled extra hours.

No nurse can be displaced from a scheduled shift after the schedule is finalized. Deviations from the posted schedules may be made by the Hospitals in order to meet its operational needs if reasonable notice is given to nurses involved.

If the Hospitals fail to notify a nurse of a schedule change, the nurse will be offered work assignments which will provide hours equal to an amount not less than the nurse would otherwise have worked had the schedule change not been made or will be paid four (4) hours at the nurse's option provided the assignment offered is not on the nurse's regular unit. If such work cannot be provided, the nurse will be paid for the lost time.

Section 3: The Hospitals will make a good faith effort to schedule regular staff nurses for whom the scheduling of additional hours would not result in overtime hours in accordance with the written requests of such nurses.

Section 4: All nurses on the day, evening and night shifts will be entitled to a meal period of thirty (30) minutes without pay. A nurse will be entitled to a fifteen (15) minute break during the first half and during the second half of each shift and one thirty (30) minute meal break per shift. Breaks are to be scheduled based upon unit activity and staffing levels. Breaks may not be taken either at the beginning or at the end of the shift. For the purposes of this section, "immediate supervisor" shall mean the person who has authority to approve overtime for the nurse in question.

Section 5: Nurses will be scheduled to be off duty two (2) out of every four (4) weekends. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals. A nurse will have worked the weekend if she works any two (2) shifts from 11:00 p.m. on Friday to 11:30 p.m. on Sunday.

Section 6: No nurse will be required to work more than six (6) consecutive days without a day off.

Section 7: Flexible Scheduling - Twelve Hours. With agreement of the affected nurses, the Hospitals may establish a twelve (12) hour work schedule on particular units. Flexible scheduling may be discontinued by the Hospitals at any time and no opening on any unit shall be deemed a position or classification for the purpose of bidding under this Agreement.

To the extent established by the Hospitals, the following requirements shall be observed:

1. Seniority, vacation and paid sick leave will be accrued based upon hours paid.
2. Vacations shall be earned on the basis set forth in Article 20, but will be taken on the basis of twelve (12) hour days, with three (3) such days to constitute one (1) week of vacation.
3. Holiday Pay - The provisions of Article 19 apply.
4. Paid sick leave, jury duty and bereavement pay shall be modified to provide that the maximum daily payment should be twelve (12) hours daily or thirty-six (36) hours per week.
5. Shift differential, as per contract, shall be paid for all hours worked on the second (3:00 p.m. - 11:00 p.m.) and third (11:00 p.m. - 7:00 a.m.) shifts.
6. Nurses who call off because of illness may elect to use twelve (12) hours of sick leave or, by mutual agreement, work a twelve (12) hour shift that they otherwise would have been scheduled off. Such additional shifts worked shall not entitle the nurse to overtime pay.

7. Openings shall be filled by mutual agreement, except where two (2) or more nurses desire that opportunity and the parties can not agree, seniority shall prevail.
8. A currently employed nurse who accepts a twelve (12) hour position and initially agrees to work one (1) scheduled period, at the end of that period may return to her regular staffing pattern or commit for an additional five (5) month period.
9. Unless mutually agreed by the nurses and the Hospitals, no nurse working a twelve (12) hour shift shall be displaced by another nurse who wants a twelve (12) hour shift.

**ARTICLE 15
OVERTIME**

Section 1: When overtime work is required on any unit, the staff nurse assigned to such unit will be offered such overtime work in order of hospital seniority.

Section 2: If an insufficient number of volunteers are obtained through the procedure outlined above, qualified nurses who normally work on other units will be offered such overtime work.

Section 3: If an insufficient number of volunteers are obtained pursuant to the procedure outlined above the nurse or nurses who have least recently worked overtime for four (4) hours or more within the unit and are qualified to perform the work will be assigned to work such overtime in the following order:

1. For nurses working or scheduled to work up to four (4) hours before or four (4) hours after their shift, a nurse shall not be required to work overtime again until all other staff nurses have been required to work.
2. If overtime needs are not satisfied because a nurse either volunteered or has been most recently required to work under Section 3 (1), then the least senior qualified nurse shall be required to perform the necessary work.

It is the intention of the Hospitals not to call in nurses on their days off, if possible.

Section 4: The Hospitals will not employ "agency/traveling" nurses without first offering such work to its regular nurses who are qualified to perform the work involved.

Section 5: Nurses will be given reasonable notice before mandatory overtime is required.

Section 6: No nurse will be required to work overtime under this Article for a period of more than four (4) hours. No nurse may be mandated to work more than sixteen (16) hours of overtime in any four (4) week schedule. A nurse shall have a minimum of eight (8) hours off between shifts, when one such shift is a mandated shift.

Section 7: Unit by Unit determination: Procedures may be developed on a unit by unit basis and shall govern the process by which overtime is administered, notwithstanding the procedures set forth in Sections 1 through 6 of this Article.

- A. Each unit will meet and determine procedures by majority consensus of sixty-five percent (65%) of those nurses who vote on the procedure. All nurses will be given an ample opportunity to vote. A unit procedure will be valid for the length of the agreement, unless modified by the foregoing procedure.
- B. Procedures already submitted to the Labor Management Committee (LMC) will be reviewed within 90 days of the effective date of this agreement and will be subject to ONA and OSU approval through the LMC. Any unit that does not have a procedure may submit a procedure to the LMC during the term of this agreement. Such procedures will be subject to ONA and OSU approval through the LMC.
- C. Approved procedures will be reduced to writing and made available on the unit for review.

Section 8: Premium Pay

A. A nurse who works more than forty (40) hours in a week, as defined in Article 14, Section 1, shall be paid at one and one-half times the nurse's regular rate of pay for those hours worked over forty (40) or, at the nurse's option, shall be granted compensatory time on a time and one-half basis at a time mutually agreeable to the nurse and the Hospitals. Hours worked shall include paid holiday time not worked on the basis of hours so scheduled prorated for FTE and paid vacation time. A nurse may change a compensatory time election during the work week.

B. A full-time nurse who actually works hours in excess of forty-eight (48) in any seven day work period as described in Article 14, Section 1, shall be paid at a premium rate of double time the nurse's base rate for those additional hours actually worked in excess of forty-eight or at the nurses' option shall be granted compensatory time on a double time basis at a time mutually agreeable to the nurse and the hospitals. Effective pay period 1 (6/17/01) any RN who actually works over her appointed percentage, during a seven day period as described in Article 14, Section 1, shall be paid at the nurse's base rate of pay, plus three dollars per hour for each hour actually worked above the nurse's University percentage appointment up to forty hours per week. There shall be no pyramiding of premium pay under this Agreement.

Section 9: Bargaining unit members may accrue not more than 240 hours of compensatory time. Any bargaining unit member who has accrued 240 hours of compensatory time shall, for additional overtime hours of work be paid overtime compensation. If compensation is paid to a bargaining unit member for accrued compensatory time, such compensation shall be paid at a regular rate earned by the bargaining unit member at the time of such payment. A bargaining unit member who has accrued compensatory time shall, upon separation of employment from the University for voluntary or involuntary reasons, including retirement or death, be paid for the unused compensatory time at a rate of compensation not less than:

A. The average regular rate received by such bargaining unit member during the last three (3) years of the nurse's employment, or

B. The final regular rate received by the bargaining unit member, whichever is higher.

ARTICLE 16 SENIORITY

Section 1: Unless otherwise noted "Hospital seniority" shall mean bargaining unit seniority. Hospital seniority is the length of time a nurse has been continuously employed as a registered nurse from the last date of hire by the Hospital. A nurse shall have no Hospital seniority during the probationary period but, upon successful completion of the probationary period, Hospital seniority shall be retroactive to the date of hire.

Section 2: Hospital seniority is broken when a nurse:

A. Resigns or retires. Nurses who are rehired within 12 months assume their previous last date of hire adjusted by subtracting the time not employed. Effective January 1, 1992 nurses who resign their bargaining unit position but remain University employees may return to a bargaining unit position and assume their accrued seniority, less the time they were not employed in the bargaining unit.

B. Is terminated for cause.

C. Is laid off for a period of more than twenty-four (24) months.

D. Is absent without notice for three (3) consecutive working days unless the failure to give notice is for cause beyond the nurse's control.

E. Fails to report to work at the expiration of a leave of absence without prior notice and for reasonable cause.

F. Fails to report to work after recall from layoff within five (5) working days after being notified to report by certified mail unless reasonable cause is shown.

Section 3: On December 30 and June 30 of each calendar year, the Hospitals shall post on each nursing unit a seniority list containing, in order of seniority, the name, hospital seniority date, classification and assigned

area of each nurse in the employee group covered by this Agreement. Any nurse desiring to challenge any of the information contained on such list must do so in writing to the Hospitals' Office of Human Resources within ten (10) calendar days after posting. However, nurses on vacation, sick leave or leave of absence will be given ten (10) calendar days from the time of their return to make objection to the list. A copy of all such lists will be forwarded to ONA and the Chair of the local unit.

Section 4: The Hospitals will make a current seniority list available in the office of each Director of Nursing Service. A notice of the availability of the seniority list will be posted in each area where bargaining unit nurses are scheduled to work.

Section 5: A Low Census Day (LCD) shall be taken off at the direction of the Hospitals when, because of low census there is excess staff on any unit by shift. The nurse may, at the nurse's option, use available vacation, compensatory time, or leave without pay for the LCD. If the LCD is unpaid, the nurse shall receive service credit for purposes of seniority and step increases. The Hospitals shall ask for volunteers in order of seniority, on the affected unit and shift to take time off before directing a nurse to take a LCD. The Hospitals shall require temporary/agency RN's, then non orientee probational RNs and lastly IRP RNs to take a LCD before requiring other nurses to take a LCD. If there continues to be excess staff on the unit and shift then the Hospitals may require LCD of full-time and part-time RNs as provided later herein. When a nurse has either voluntarily taken time off or been directed by the Hospitals to take a LCD and the Hospitals determines it needs additional nursing staff for that same date, the Hospitals shall attempt by telephone to notify each nurse(s) in order of seniority taking time off or on LCD and afford the nurse(s) the opportunity to work. The nurse(s) shall have the right to reject the Hospitals offer to work.

No nurse may be directed to take off more than five (5) LCD's non holiday, plus one holiday LCD in a contract year. If a nurse is directed to take a LCD after the nurse starts work, it will count as 1 full LCD. If a LCD is required before the start of the shift, then the Hospitals will provide a 1 1/2 hour notice to the LCD RN(s). No notice of LCD will be required for nurses who are working. LCD's will be assigned to nurses in inverse order of seniority on a rotational basis. Time taken off voluntarily shall not count as a LCD for purposes of the five (5) non-holiday LCD's or the one holiday LCD limitation provided for herein.

Section 6: If the Hospitals determine to layoff nurses in any nursing service, the following procedure will apply:

- A. The Hospitals shall first seek voluntary time off from registered nurses in the affected service.
 - B. If sufficient volunteers are not secured all temporary and probationary nurses employed by the Hospitals in the affected nursing service will first be laid off.
 - C. If a further reduction is required and if, at the time of the reduction, the Hospitals contemplate that the reduction will not exceed fifteen (15) calendar days, nurses with the least Hospital seniority in the affected service will be laid off in inverse order of seniority provided the remaining nurses have the present ability to perform the work required.
 - D. If, at the time of the reduction, the Hospitals contemplate that the reduction will exceed fifteen (15) calendar days, nurses with the least Hospital seniority in the affected service will be displaced from such service in inverse order of seniority and may exercise their Hospital seniority to displace the most recently employed probationary nurse or temporary nurse in the employee group covered by this Agreement. If there are no temporary or probationary nurses, nurses may exercise their seniority to displace a nurse with the least Hospital seniority in the employee group provided the nurse seeking to exercise the seniority has the ability to perform the work being performed by the least senior nurse. Any nurse so displaced shall be laid off.
- Nurses laid off pursuant to sub-paragraph (C) hereof who are not recalled to work within fifteen (15) calendar days may exercise their Hospital seniority in the same manner as set forth in sub-paragraph (D) above.
- E. No nurse shall be laid off pursuant to the provisions of sub-paragraph (C) hereof more than a total of fifteen (15) calendar days in any calendar year.

F. For the purpose of this Section the following areas shall be considered a Nursing Service:

Arthur G. James Cancer Hospital and Richard J. Solove Research Institute. Included under the Cancer Hospital and Research Institute as separate services:

- Inpatient
- Outpatient
- Perioperative
- Float Pool

University Hospitals

- *Clinic Operations
- *Clinical Resources
- *Critical Care
- *Dialysis
- *Educ. Dev. and Res.
- *Emergency Department
- *Employee Health Dept.
- *Float Pool
- *Gastroenterology Lab
- *Infection Control
- *Medical/Surgical
- *Neuro-Science/Rehab
- *Pain Management
- *Perioperative Nursing
- *Pre-Admission Testing
- *Pre-Op Holding
- *Psychiatric
- *Radiology
- *Student Health Service
- *Vascular Labs
- *Women and Infant

Section 7: Recalls from layoff made pursuant to Section 6 (C) shall be made in order of Hospital seniority of those nurses laid off from the same nursing service. Recalls from layoff pursuant to Section 6 (D) shall be in order of Hospital seniority of all nurses on layoff pursuant to Section 6 (D), but subject to the standards applicable to layoffs.

Section 8: While any nurse with Hospital seniority is on layoff, the Hospitals will not employ agency or per diem nurses without first offering such work to laid-off nurses who have the present ability to perform the required work.

Section 9: Nurses being recalled to work from layoff shall be notified by the Hospital by certified mail sent to each nurse's last known address. The nurse shall have five (5) days, exclusive of Sundays and holidays, from the date of receipt to report to work.

Section 10: Openings in nursing classifications shall be posted one (1) calendar week before being permanently filled. Such openings shall be filled on the basis of ability to do the work and seniority. If ability to do the

work is relatively equal, seniority shall be the determining factor. The term ability as used herein shall include physical capabilities, mental skills, education, experience, prior performance, efficiency and certification or licensing requirements.

Nurses may request a return to their former position unless those positions have been filled or abolished and the requests may be granted only upon the approval of the Administrators-Nursing Services.

A nurse who transfers to a position requiring a probationary period must successfully complete the probationary period in order to remain in the new position. In the event the nurse does not qualify in the new position, the nurse shall be returned, without loss of seniority, to the nurse's former position unless that position has been filled or abolished. If the nurse's former position has been filled or abolished the nurse will be assigned to a position for which the nurse is qualified. If more than one position is available for which the nurse is qualified, the nurse will be given a choice. The Hospitals shall give first consideration to currently employed qualified applicants.

Section 11: The Hospitals may interview any candidate for the posted opening, but shall guarantee interviews to the three (3) most senior qualified bargaining unit member applicants. A vacant position will be awarded, as soon as is practicable, after the interview process is completed.

ARTICLE 17 SICK LEAVE

Section 1: Sick leave credit shall be earned by registered nurses at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime, holiday time, and sick leave. Part-time registered nurses shall be entitled to sick leave on the same basis as full-time employees, but prorated on the time actually worked or paid. Registered nurses shall accumulate sick leave to an unlimited maximum.

Section 2: Nurses may use sick leave for the following reasons:

- A. Absence from work due to a personal illness or injury of the nurse.

- B. Absence from work due to an illness or injury in the nurse's immediate family requiring the care of the staff member. A limit of five (5) days is allowed for the care of a nurse's wife and family during a postnatal period.
- C. Absence from work due to a death in the nurse's immediate family. The amount of sick leave days granted shall be five (5) consecutive days, including the day of the funeral, except when additional time is required for distance in excess of 250 miles, or extenuating circumstances shall be determined to prevail on review.
- D. Medical, dental, or optical examination or treatment of the nurse or member of the immediate family. Sick leave will be granted to a maximum of three (3) hours for each appointment.
- E. When, through exposure to a contagious disease, either the health of the nurse would be jeopardized, or the nurse's presence on the job would jeopardize the health of others.
- F. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and the recovery therefrom shall be considered as illness and qualify for sick leave benefits.
- G. Sick leave benefits as they relate to this Section may be subject to a physician's statement.
- H. Immediate family for purposes of this Section shall include mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, domestic partner (when using sick leave for illness, injury, examination, or death of a domestic partner, completed and notarized AFFIDAVIT OF DOMESTIC PARTNER form must be on file with department and with the Office of Human Resources), legal guardian, or other person who stands in place of a parent.

Section 3: A nurse who becomes eligible for Workers Compensation payments for loss of time may choose to use sick leave before such payments are made.

Section 4: Upon retiring from active state employment after ten (10) or more years with a State of Ohio agency(s) or political subdivisions, an employee may elect to be paid in cash for one-fourth (1/4) of the accrued but unused sick leave credit. This payment will be based upon the nurse's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. Such payment will be made only once to a nurse. That is, a nurse who returns to state employment after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of a second retirement. The maximum payment allowed will be for one-fourth (1/4) of one hundred twenty (120) days. Sick leave conversion does not apply to any termination or separation other than retirement.

Section 5: If nurses so choose, they may use any earned but unused vacation or compensatory time, before being granted a leave of absence without pay. A declaration of intent regarding such usage shall be made prior to the expiration of any accumulated sick leave.

ARTICLE 18 OTHER LEAVES OF ABSENCE

Section 1: Leaves of absence may be granted by the Hospitals without pay to attend conventions or other meetings of ONA and/or of ANA. The number of nurses authorized to attend any said convention or meeting will be determined by the Hospitals and will be contingent upon the needs of patient care at the time, as determined by the Hospitals.

Section 2: Nurses who are members of any military reserve component of the armed forces of the United States are entitled to leave of absence without loss of pay for such time as provided by federal and state law. Such leave must be granted by the department head after seeing orders from proper military authorities. Payroll must be furnished a copy of the military orders.

Section 3: Nurses who enter the military service shall be granted the protection of the Universal Military Training and Service Act. Within ninety (90) days after a nurse is released from military service, the nurse who is entitled to reinstatement under the provisions of the Act may apply for return to the nurse's former position. If the nurse's former position is no longer available, the nurse will be offered a similar position at an equal or

greater salary. Sick leave may be approved for military physical examinations.

Section 4: Nurses required to serve on jury duty on any regularly scheduled work day shall be excused for the days on which they serve without loss of pay. 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 for the duration of jury duty. Satisfactory evidence that the nurse did serve on jury duty must be presented to the Hospitals. Time spent on jury duty shall count as time worked for all economic and seniority benefits under this Agreement.

Section 5: Court leave with pay will be granted to any nurse who is summoned or subpoenaed as a witness for a federal, state, local government or arbitration hearing.

Section 6: All nurses shall, in cases of illness, injury, or pregnancy related disability, be granted a leave of absence upon written request supported by medical evidence satisfactory to the Hospitals, for the period of disability, not to exceed one (1) year. Such leave is terminated 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, whichever is shorter. If the nurse returns from such leave within three (3) months, the nurse will be returned to the nurse's former position and work schedule if it still exists. If such leave is longer than three (3) months, but less than one (1) year, the nurse will be returned to the nurse's former position or a position in the same classification and pay status.

Section 7: Leaves of absence for personal reasons, including educational leave, may be granted by the Hospitals to nurses for a period of time not to exceed one (1) year, provided that the needs of the Hospitals, as determined by the Hospitals, allow an absence, and provided, further, that the reason given is such as to make the leave necessary.

Section 8: If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Hospitals may cancel the leave and direct the nurse to return to work immediately.

Section 9: Family leave will be provided in accordance with applicable law.

ARTICLE 19 HOLIDAYS

Section 1: Nurses are entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	Refer to section 2
Memorial Day	As determined by law
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Columbus Day	Observed Friday after Thanksgiving
Christmas Day	December 25

Section 2: By action of its Board of Trustees and pursuant to provisions of the Ohio Revised Code, the University reserves the right to observe President's Day and Columbus Day at other times than indicated above when operational reasons make such a change advisable.

Section 3: In the event a holiday falls on Saturday, it shall be observed on the preceding Friday. In the event a holiday falls on Sunday, it shall be observed on the following Monday.

Section 4: Holidays shall be scheduled among full-time and part-time nurses as equitably as staffing needs permit. Full-time nurses who work a holiday shall be paid eight (8), ten (10), or twelve (12) hours of holiday pay, depending upon the nurse's schedule on the holiday plus premium pay at 1 1/2 times their regular hourly rate or compensatory time in accordance with the provisions of the Ohio Revised Code, for all hours worked. Full-time nurses who are not required to work on a holiday will be paid eight (8), ten (10), or twelve (12) hours for those so scheduled, straight time holiday pay. Nurses who are scheduled to work a holiday but who do not work the holiday shall not receive holiday pay, unless the Hospitals call the nurses off.

Part-time nurses who work the holiday shall be paid eight (8), ten (10), or twelve (12) hours of holiday pay for those so scheduled, plus premium pay at 1 1/2 times their regular hourly rate or compensatory time, in accordance

with the provisions of the Ohio Revised Code, for all hours worked. Part-time nurses who do not work on a holiday shall receive holiday pay on a pro-rata basis according to the percentage of their appointments of eight (8) straight time hours. A nurse with a ninety percent (90%) appointment shall be considered full-time for the purpose of this Article.

Section 5: Within patient areas, during Christmas and New Year's week all full and part-time registered nurses will be scheduled off at least one (1) of the holidays.

Section 6: If a nurse is scheduled to work the actual holiday, and staff is needed to work the paid holiday, that nurse has first option to work the paid day.

Section 7: Nurses who hold an FTE appointment of .6 FTE or less may, at the Hospitals' option, be scheduled to work their full percent for the week in which their holiday-off falls. Nurses with an FTE appointment of greater than .6 FTE will not be scheduled to work their full percent for the week in which their holiday-off falls, without the affected nurses' consent.

Section 8: Notwithstanding the provisions of Article 15, Section 8, nurses who actually work the holidays shall receive overtime pay as provided in Article 15, Section 8, A and over percent premium, as provided in Article 15, Section 8(B).

ARTICLE 20 VACATIONS

Section 1: Nurses covered by this Agreement shall be entitled to vacations with pay on and after their anniversary dates in accordance with the following schedule:

Years of Service*	Vacation
1 year but less than 4 years.....	12 days
4 years but less than 11 years.....	15 days
11 years but less than 25 years.....	22 days
25 years or more	25 days

Clinical Nurse Specialists hired after July 1, 1991 shall be entitled to vacation only in accordance with the above vacation schedule. Those registered nurses in Clinical Nurse Specialist titles prior to July 1, 1991

shall be entitled to vacation with pay in accordance with the vacation schedule in effect prior to July 1, 1991.

*"Years of Service" shall be "State Service" as said term is defined in Section 124.01 (B) of the Ohio Revised Code.

Section 2: Newly hired nurses are permitted to use vacation time upon accrual.

Section 3: A nurse may accumulate vacation pay and vacation time off up to thirty (30) working days. Any accumulated vacation on a nurse's anniversary date in excess of thirty (30) working days shall be eliminated from the vacation balance.

Section 4: A nurse regularly employed on a full-time basis shall receive forty (40) hours of pay at the rate in effect when such vacation is taken for each week of vacation to which the nurse is entitled. Part-time nurses shall earn vacation time on the same basis as a full-time nurse prorated for the time actually worked or paid.

Section 5: Vacation time off may be taken during the twelve (12) months following the nurse's anniversary date and shall be scheduled in accordance with the operational needs of the department subject to the approval of the appropriate departmental administrator.

A. Requests for vacation of five (5) or more consecutive days which will commence and end between May 1st and September 30th shall be made in writing by the nurse prior to March 15th. The nurse's vacation request should indicate the nurse's first and second choice as to vacation weeks. Conflicts in choices within nursing units will be resolved on the basis of Hospital seniority insofar as is reasonably possible. The Hospital shall post a vacation schedule for the period May 1st to September 30th by April 15th. If a nurse did not get the requested vacation weeks on the schedule posted by April 15th, the nurse may resubmit a request by April 22nd for any open slots on the posted vacation schedule. The Hospitals shall post the schedule which includes second requests by May 6.

B. Requests for vacation of five (5) or more consecutive days which will commence and end between October 1st and April

30th shall be approved or disapproved during the two week period prior to the posting of the regular four week schedule. Conflicts in choice within a nursing unit will be resolved on the basis of Hospital seniority, insofar as is reasonably possible.

- C. Employees who do not use the posting periods mentioned above shall submit written requests to the appropriate supervisor for approval. Such requests shall be approved or disapproved within thirty (30) days of receipt.
- D. If two or more nurses on a given unit have the same Hospital-wide seniority, the unit seniority shall be the determining date.

ARTICLE 21 WAGES AND BENEFITS

Section 1: Nurses covered by this Agreement will be paid in accordance with Appendix B. Effective the first day of the pay period that includes the date of ratification an additional step shall be added to the current pay scales, the first step of the pay scale shall be dropped and the steps on the pay scale shall be renumbered. During the life of the agreement should the Hospitals have a gainsharing program, nurses including Student Health Center nurses, will participate on the same basis as all other staff. Nurses may affect hospital goals as outlined in Appendix G.

- A. Nurses hired after the effective date of this Agreement shall be placed in the step to which such nurse would be entitled based on equivalent experience as a registered nurse. Nurses shall move to the next higher step in the pay range after each 12 months of service on the RN's anniversary date (defined as RN "hospital seniority" date in Article 16 and Appendix E).
- B. For the purposes of administering this Wage Schedule, "equivalent experience" shall be calculated in accord with Appendix C.
- C. Part-time nurses shall move to the next higher step in the pay range when they have worked 1,040 hours since their initial appointment or last step increase but in no event shall part-time nurses receive a step increase in less than twelve (12) months.

- D. A nurse promoted from one classification to another shall be placed in the same step of the new classification which the nurse held in their prior classification and, on such nurse's anniversary date (defined as RN "hospital seniority" date in Article 16 and Appendix E), the nurse shall move to the next higher step in the new classification.
- E. A licensed practical nurse (LPN) who, during the course of employment with the Hospitals, graduates from an approved school of nursing, shall upon acquiring her license to practice professional nursing as a registered nurse (RN) shall be placed in the step of the Wage Schedule which provides the nurse the wage rate most recently earned by the nurse as an LPN, or if there is no step providing the wage rate next higher than the nurse's most recent rate as an LPN. In no case shall other allied health professionals presently employed by the Hospitals receive a reduction in pay when placed in a registered nurse classification.

Section 2: On-Call Pay. When a nurse is required to be available for duty in an on-call status, the nurse shall receive three dollars and twenty cents (\$3.20) per hour for each hour the nurse remains in this status, up to eight (8) hours. The on-call nurse shall receive one dollar (\$1) an hour for each additional hour up to 16 hours. Sixteen (16) on-call hours equals \$33.60 of on-call pay. If a nurse is "called in" to work, the nurse will receive a minimum of four (4) hours paid at the applicable rate. Nurses shall continue to receive call pay for all hours worked during assigned on call. Should the nurse lose regularly scheduled time due to extended on-call hours, he/she may have the opportunity, by mutual agreement, to make up said lost time.

Section 3: Baccalaureate Degree Differential. Nurses who hold a Bachelor of Science in Nursing degree shall receive a differential as set forth in the Wage Schedule shown on Appendix B.

Section 4: Shift Differential. A nurse assigned to the second or third shifts shall receive a shift differential of \$3.00 per hour in addition to the nurse's regular rate of pay. Effective the first day of the pay period that includes July 1, 2003, (June 29, 2003) shift differential shall increase to \$4.00 per hour. Effective the first day of the pay period that includes July 1, 2004 (June 27, 2004) shift differential shall increase to \$4.25 per hour. Shift

differential will be paid to a nurse provided the nurse has worked a minimum of three (3) consecutive hours on either the second or third shift.

Section 5: Charge Differential. A nurse who is assigned charge nurse responsibilities shall receive a charge differential of two dollars and fifty cents (\$2.50) per hour for the shift. Charge differential shall be in addition to other applicable differentials or premiums, if any.

Section 6: Nurses who have a recognized specialty certification shall receive a differential of three and one half (3 1/2) percent of their base salary, provided they have presented evidence of such certification to the Office of Hospital Human Resources. Recognized specialty certifications shall be limited to professional certification programs of the American Nurses Association, American Association of Critical Care Nurses, Association of Operating Room Nurses, Emergency Department Nurses Association, American Association of Neuroscience Nurses, and other organizations as determined by the Hospitals.

Section 7: Weekend Differential. For purposes of this section only a nurse who works between the hours of 11:00 p.m., Friday and 11:30 p.m., Sunday shall receive a weekend differential of \$3.00 per hour in addition to their regular rate of pay and shift differential if appropriate. Effective the first day of the pay period that includes July 1, 2003 (June 29, 2003) weekend differential shall increase to \$4.00 per hour. Effective the first day of the pay period that includes July 1, 2004 (June 27, 2004) weekend differential shall increase to \$4.25 per hour. In addition, nurses who work a minimum of three (3) hours between the hours of 3:00 p.m. and 11:00 p.m. on Friday shall receive the weekend differential per hour for each hour worked between the hours of 3:00 p.m. and 11:00 p.m. on Friday in addition to their regular rate of pay.

**ARTICLE 22
INSURANCE**

Section 1: The University will provide group health benefits to bargaining unit members on the same basis as such benefits are provided to all other nonbargaining unit staff at the University.

Bargaining unit members who choose to participate in all or any part of the University-wide program of insurance benefits shall pay the employee's

share of premiums, deductibles and other costs as established by the University.

The maximum employee contribution percentage of the applicable premium for full-time employees enrolled in the Buckeye Health plan will be 10% and the Prime Care plan will be 15%. Full-time bargaining unit members enrolled in the OSUHP or the Traditional Plan will pay the difference between 85% of the applicable premium for Prime Care and the total applicable premium of the OSUHP and the Traditional Plan. No changes in a full time nurses' medical premium contribution rate shall be made without an open enrollment period. Nurses with appointments of less than 75% but greater than 50% who are enrolled in the OSUHP, or the Traditional Plan will pay the difference between 60% of the applicable premium for Prime Care and the total applicable premium of the OSUHP and the Traditional Plan.

Those part-time nurses employed prior to November 1, 1979, who worked less than 50% will pay no more than 50% of the premium.

The following chart shall be applicable effective July 1, 2003 through June 30, 2004.

COVERAGE TYPE	UPC	PAYMENT	
		OSUHP/THP	BUCKEYE
Single	\$22.55	\$79.49	\$10.74
Employee + child	\$41.71	\$147.06	\$19.88
Employee + spouse	\$47.35	\$166.93	\$22.56
Family	\$70.47	\$248.41	\$33.58

For nurses who participate in the base health plan the following chart is illustrative of the formula used to determine the minimum contribution percentage.

<u>PERCENTAGE OF APPOINTMENT</u>	<u>MINIMUM EMPLOYEE CONTRIBUTION PERCENTAGE</u>
75 - 100%	15%
50 - 74%	40%
Under 50%	No sponsored coverage

Beginning July 1, 2002, through June 30, 2003, employee members will continue to be eligible for the same health care benefits provided to all other

University employees at the same employee costs as other University employees. However, the maximum bargaining unit member contribution percentage of the applicable premium for full-time members will not exceed 15% for the University base plan. Bargaining unit members enrolled in plans other than the University base plan will pay the difference between 85% of the applicable premium for the University base plan and the total applicable premiums for the plan which the member is enrolled.

Section 3: During the life of this Agreement the University will continue to provide professional liability insurance in accordance with its announced policies.

Section 4: In the event the University improves or adds to the existing insurance program, such improvements or additions will be made applicable to the nurses covered by this Agreement. During the term of this agreement, should the university consider changes in the area of employee health benefits, the university agrees to meet and discuss the contemplated changes with the ONA prior to the effective date of the change.

Section 5: Regular part-time nurses with appointments of 50% or more shall pay premiums in the same manner as all other regular part-time nonbargaining unit staff at the University.

Section 6: If the University declares an insurance premium holiday, it shall also apply to nurses covered by this Agreement.

ARTICLE 23 LABOR MANAGEMENT COMMITTEE

Section 1: ONA and the Medical Center recognize that changes in the health care delivery system are occurring and recognize that the common goal of providing quality patient care is of the utmost priority. The parties also recognize that nurses should have meaningful input in decisions affecting delivery of patient care. Accordingly, a Labor Management Committee will be established. The mission of the committee is to cooperate on matters of mutual interest and concern to create a more satisfying and productive work place and to ultimately promote quality patient care. This will be achieved by investigating, examining, exploring and considering solutions on matters of mutual interest and concern relating to labor-management relations and any other issue agreed on by the parties.

Section 2: The Labor Management Committee will meet at least once a month or more often by mutual agreement. The Labor Management Committee will develop procedures in advance in relation to notice of or exchange of agenda items, recording of and approval of minutes, maintenance of minutes, and other records relative to the Labor Management Committee.

Section 3: Participants shall consist of: (1) OSUNO President; (2) OSUNO Vice President; (3) Nurses covered by this Agreement to be selected by OSUNO; (4) ONA Staff Representative; (5) OSU Representatives (not to exceed six). By mutual agreement, either party may bring in non-participants who have information or resources which could assist in the resolution of agenda items.

Section 4: The Medical Center and ONA agree that the Labor Management Committee may be utilized to discuss, without limitation, changes affecting the system of delivery of patient care that may affect how nurses practice, the environment of practice (i.e., health and safety concerns), the interaction with assistive personnel, and the interface with other departments and disciplines.

ARTICLE 24 MISCELLANEOUS

Section 1: A nurse shall have the right to review the nurse's personnel file maintained in the Hospitals' provided the review is in the presence of a representative of the respective department. Nothing included in the aforementioned records or other Hospitals or University records of nurses covered by this Agreement shall be used against a nurse in any official action unless the nurse has prior knowledge of the information.

Section 2: In the event of a strike by other employees of the Hospitals not covered by this Agreement, the Hospitals shall not require any nurse to perform work not generally performed by nurses in the normal course of their duties.

Section 3: Long-range pagers will be provided for all members of the bargaining unit who are required to be on-call.

Section 4: The Hospitals will provide initial treatment for work-related illness, injuries or work-onset illness at no charge to the nurse through the

facilities of Employee Health or the Emergency Room in the event Employee Health is closed. Where treatment of work-related illness or injury may extend beyond initial treatment of Hospitals will provide such treatment at no cost to the nurse or the nurse may be referred to her own physician or another physician where the illness or injury is compensable under Workers' Compensation. An appropriate Health Pass will be presented by the nurse to Employee Health or the Emergency Room at the time of the visit.

Section 5: All RN's covered by the Agreement shall receive a copy of this Agreement as soon as possible after the effective date of this Agreement. One hundred (100) copies will be reserved for the ONA.

Section 6: Upon the 10th anniversary with the University, an RN shall be eligible for an "A" parking sticker. Clinical Nurse Specialists shall be eligible for "A" parking stickers.

**ARTICLE 25
NO STRIKE-NO LOCKOUT**

Section 1: Neither the ONA nor any nurse subject to this Agreement will individually, collectively or in any manner engage in, participate in, aid or condone any strike, work stoppage, or any interference with service during the term hereof and the University agrees it will not lock out any nurse. Neither the ONA nor any nurse subject to this Agreement will engage in any "sympathy" strike or honor or observe any picket line of any kind at the University Hospitals.

Section 2: The University may discipline any nurse who has in any manner violated this Article and, in any arbitration proceeding concerning any such disciplinary action, the sole issue shall be whether the nurse violated the Article.

**ARTICLE 26
DURATION**

Section 1: This Agreement, effective April 1, 2003 shall continue in full force and effect until midnight July 1, 2005 and thereafter from year to year unless either party gives sixty (60) days' written notice prior to July 1, 2005 or any yearly anniversary date thereafter to terminate the Agreement.

This Agreement is approved and signed by the following:

The Ohio Nurses
Association:

<u>Laura J. Shepard</u>	<u>3-27-03</u>
Laura J. Shepard	Date
<u>Paula Anderson RN</u>	<u>3-27-03</u>
Paula Anderson	Date
<u>Phil Armbruster RN</u>	<u>4-01-03</u>
Phil Armbruster	Date
<u>Tracy Gabriel</u>	<u>3-27-03</u>
Tracy Gabriel	Date
<u>Shirley Jarvis</u>	<u>3-27-03</u>
Shirley Jarvis	Date
<u>John Lane</u>	<u>3-27-03</u>
John Lane	Date
<u>Mary Mandell</u>	<u>3-27-03</u>
Mary Mandell	Date
<u>Russell McVicker</u>	<u>3-27-03</u>
Russell McVicker	Date
<u>Perlinda Powers</u>	<u>3-27-03</u>
Perlinda Powers	Date
<u>Angela Samczak RN</u>	<u>3-27-03</u>
Angela Samczak	Date
<u>Cheryl Sims</u>	<u>3-27-03</u>
Cheryl Sims	Date
<u>Barb Welch</u>	<u>3-27-03</u>
Barb Welch	Date

The Ohio State
University:

<u>Larry Lowellen</u>	<u>4/9/2003</u>
Larry Lowellen	Date

OSU Bargaining Team

Kay Ashworth
Shelly Biggs
Martha Bode
Avni Cirpili
Karen Durano
Janice Hale
Cheryl Hoying
Suzanne Martin
Mark Ringer
Kim Shumate
Randy Smith
Stephen Stoffel

APPENDIX A
Ohio Nurses Association

Authorization for Payroll
Deduction of Association Dues

Name _____ Date _____
Address _____
Social Security No. _____

I hereby authorize The Ohio State University Hospitals to deduct from my earnings such sums as the Ohio Nurses Association may certify as due and owing from me as monthly membership dues, and to promptly pay such sum to said Association. Upon notification by the Association in writing that the monthly dues have been changed, the Hospital is authorized to change my deduction accordingly.

I also authorize the Hospitals to deduct from my earnings each month such amount as is designated in writing to The Ohio State University Hospitals by the Ohio State University Nurses Organization (OSUNO) as constituting my monthly dues to OSUNO and to transmit said dues so deducted and an alphabetical list of all nurses whose dues have been deducted to the OSUNO at the home address of the treasurer.

It is agreed that members of ONA who wish to terminate their membership may do so, upon written notice to both ONA and the Hospitals during the month of October each year, and membership in the ONA shall no longer be a condition of employment for nurses who so resign.

See Article 2, Section 2 of the contract for Fair Share Fee explanation for non-members of ONA.

Signature

Mail to:
Ohio Nurses Association
4000 East Main Street
Columbus

APPENDIX B
THE OHIO STATE UNIVERSITY HOSPITALS
NURSING PAY RANGES

Clin Nurs-A, Inf Crd-A, Ns Disch SA, Util Mg Cd-A

Step #s	Ratification*	Year	
		6/29/03	6/27/04
1	\$17.68	\$18.39	\$19.17
2	\$18.31	\$19.06	\$19.87
3	\$18.97	\$19.75	\$20.59
4	\$19.65	\$20.47	\$21.35
5	\$20.36	\$21.22	\$22.12
6	\$21.09	\$22.00	\$22.93
7	\$21.85	\$22.80	\$23.77
8	\$22.64	\$23.63	\$24.64
9	\$23.46	\$24.49	\$25.54
10	\$24.30	\$25.39	\$26.47
11	\$25.17	\$26.32	\$27.43
12	\$26.08	\$27.28	\$28.44
13	\$27.02	\$28.27	\$29.47
14	\$27.99	\$29.30	\$30.55
15	\$29.00	\$30.37	\$31.66
16	n/a	\$31.48	\$32.82
17	n/a	n/a	\$34.02

*Effective the first day of the pay period that includes the date of ratification.

Clin Nurs-B, Inf Crd-B, Ns Disch SB, Util Mg Cd-B (BSN)

Step #s	Ratification*	Year 1		Year 2	
		6/29/03	6/27/04	6/29/03	6/27/04
1	\$18.20	\$18.93	\$19.73	\$18.20	\$19.73
2	\$18.85	\$19.62	\$20.45	\$18.85	\$20.45
3	\$19.53	\$20.33	\$21.20	\$19.53	\$21.20
4	\$20.24	\$21.08	\$21.97	\$20.24	\$21.97
5	\$20.96	\$21.85	\$22.77	\$20.96	\$22.77
6	\$21.72	\$22.64	\$23.61	\$21.72	\$23.61
7	\$22.50	\$23.47	\$24.47	\$22.50	\$24.47
8	\$23.31	\$24.33	\$25.36	\$23.31	\$25.36
9	\$24.15	\$25.22	\$26.29	\$24.15	\$26.29
10	\$25.02	\$26.14	\$27.25	\$25.02	\$27.25
11	\$25.92	\$27.09	\$28.24	\$25.92	\$28.24
12	\$26.85	\$28.08	\$29.27	\$26.85	\$29.27
13	\$27.82	\$29.10	\$30.34	\$27.82	\$30.34
14	\$28.82	\$30.17	\$31.45	\$28.82	\$31.45
15	\$29.86	\$31.27	\$32.60	\$29.86	\$32.60
16	n/a	\$32.41	\$33.78	n/a	\$33.78
17	n/a	n/a	\$35.02	n/a	\$35.02

Clin Nur Spec, Ns Dev Spec

Step #s	Ratification*	Year 1		Year 2	
		6/29/03	6/27/04	6/29/03	6/27/04
1	\$21.82	\$22.58	\$23.37	\$21.82	\$23.37
2	\$22.60	\$23.39	\$24.21	\$22.60	\$24.21
3	\$23.42	\$24.24	\$25.09	\$23.42	\$25.09
4	\$24.26	\$25.11	\$25.99	\$24.26	\$25.99
5	\$25.13	\$26.01	\$26.92	\$25.13	\$26.92
6	\$26.04	\$26.95	\$27.89	\$26.04	\$27.89
7	\$26.98	\$27.92	\$28.90	\$26.98	\$28.90
8	\$27.95	\$28.93	\$29.94	\$27.95	\$29.94
9	\$28.95	\$29.96	\$31.01	\$28.95	\$31.01
10	\$30.00	\$31.05	\$32.14	\$30.00	\$32.14
11	\$31.08	\$32.17	\$33.29	\$31.08	\$33.29
12	\$32.19	\$33.32	\$34.48	\$32.19	\$34.48
13	\$33.35	\$34.52	\$35.73	\$33.35	\$35.73
14	\$34.55	\$35.76	\$37.01	\$34.55	\$37.01
15	\$35.80	\$37.05	\$38.35	\$35.80	\$38.35

Coor En Th, Cor Hyper, Coord Nut Sup, Cor-Per Dialy

Step #s	Ratification*	Year 1		Year 2	
		6/29/03	6/27/04	6/29/03	6/27/04
1	\$20.45	\$21.27	\$22.17	\$20.45	\$22.17
2	\$21.19	\$22.04	\$22.98	\$21.19	\$22.98
3	\$21.95	\$22.85	\$23.82	\$21.95	\$23.82
4	\$22.74	\$23.68	\$24.69	\$22.74	\$24.69
5	\$23.56	\$24.55	\$25.59	\$23.56	\$25.59
6	\$24.41	\$25.44	\$26.52	\$24.41	\$26.52
7	\$25.29	\$26.37	\$27.49	\$25.29	\$27.49
8	\$26.20	\$27.33	\$28.50	\$26.20	\$28.50
9	\$27.14	\$28.33	\$29.54	\$27.14	\$29.54
10	\$28.12	\$29.37	\$30.61	\$28.12	\$30.61
11	\$29.13	\$30.44	\$31.73	\$29.13	\$31.73
12	\$30.18	\$31.55	\$32.89	\$30.18	\$32.89
13	\$31.26	\$32.70	\$34.09	\$31.26	\$34.09
14	\$32.39	\$33.89	\$35.33	\$32.39	\$35.33
15	\$33.56	\$35.13	\$36.62	\$33.56	\$36.62
16	n/a	\$36.41	\$37.96	n/a	\$37.96
17	n/a	n/a	\$39.35	n/a	\$39.35

Cor Ns St B, Cor-Ed Tng

Step #s	Ratification*	Year 1		Year 2	
		6/29/03	6/27/04	6/29/03	6/27/04
1	\$20.40	\$21.11	\$21.85	\$20.40	\$21.85
2	\$21.13	\$21.87	\$22.63	\$21.13	\$22.63
3	\$21.89	\$22.66	\$23.45	\$21.89	\$23.45
4	\$22.68	\$23.47	\$24.30	\$22.68	\$24.30
5	\$23.50	\$24.32	\$25.17	\$23.50	\$25.17
6	\$24.34	\$25.19	\$26.07	\$24.34	\$26.07
7	\$25.22	\$26.10	\$27.02	\$25.22	\$27.02
8	\$26.13	\$27.04	\$27.99	\$26.13	\$27.99
9	\$27.07	\$28.02	\$29.00	\$27.07	\$29.00
10	\$28.04	\$29.02	\$30.04	\$28.04	\$30.04
11	\$29.05	\$30.07	\$31.12	\$29.05	\$31.12
12	\$30.10	\$31.15	\$32.24	\$30.10	\$32.24
13	\$31.18	\$32.27	\$33.40	\$31.18	\$33.40
14	\$32.30	\$33.43	\$34.60	\$32.30	\$34.60
15	\$33.47	\$34.64	\$35.85	\$33.47	\$35.85

*Effective the first day of the pay period that includes the date of ratification.

*Effective the first day of the pay period that includes the date of ratification.

Staff Nurse A

Step #s	Ratification*	Year 1	Year 2
		6/29/03	6/27/04
1	\$18.20	\$18.93	\$19.73
2	\$18.85	\$19.62	\$20.45
3	\$19.53	\$20.33	\$21.20
4	\$20.24	\$21.08	\$21.97
5	\$20.96	\$21.85	\$22.77
6	\$21.72	\$22.64	\$23.61
7	\$22.50	\$23.47	\$24.47
8	\$23.31	\$24.33	\$25.36
9	\$24.15	\$25.22	\$26.29
10	\$25.02	\$26.14	\$27.25
11	\$25.92	\$27.09	\$28.24
12	\$26.85	\$28.08	\$29.27
13	\$27.82	\$29.10	\$30.34
14	\$28.82	\$30.17	\$31.45
15	\$29.86	\$31.27	\$32.60
16	n/a	\$32.41	\$33.78
17	n/a	n/a	\$35.02

Staff Nurse A-Float

Step #s	Ratification*	Year 1	Year 2
		6/29/03	6/27/04
1	\$19.20	\$19.97	\$20.82
2	\$19.85	\$20.70	\$21.58
3	\$20.53	\$21.45	\$22.36
4	\$21.24	\$22.24	\$23.18
5	\$21.96	\$23.05	\$24.03
6	\$22.72	\$23.89	\$24.90
7	\$23.50	\$24.76	\$25.81
8	\$24.31	\$25.66	\$26.75
9	\$25.15	\$26.60	\$27.73
10	\$26.02	\$27.57	\$28.74
11	\$26.92	\$28.58	\$29.79
12	\$27.85	\$29.62	\$30.88
13	\$28.82	\$30.70	\$32.01
14	\$29.82	\$31.82	\$33.18
15	\$30.89	\$32.98	\$34.39
16	n/a	\$34.19	\$35.64
17	n/a	n/a	\$36.94

Staff Nurse B

Step #s	Ratification*	Year 1	Year 2
		6/29/03	6/27/04
1	\$18.72	\$19.47	\$20.30
2	\$19.40	\$20.18	\$21.04
3	\$20.10	\$20.92	\$21.80
4	\$20.82	\$21.68	\$22.60
5	\$21.57	\$22.47	\$23.43
6	\$22.35	\$23.29	\$24.28
7	\$23.15	\$24.14	\$25.17
8	\$23.98	\$25.02	\$26.09
9	\$24.85	\$25.94	\$27.04
10	\$25.74	\$26.88	\$28.02
11	\$26.67	\$27.86	\$29.05
12	\$27.63	\$28.88	\$30.11
13	\$28.62	\$29.93	\$31.21
14	\$29.65	\$31.03	\$32.35
15	\$30.72	\$32.16	\$33.53
16	n/a	\$33.33	\$34.75
17	n/a	n/a	\$36.02

Staff Nurse B-Float

Step #s	Ratification*	Year 1	Year 2
		6/29/03	6/27/04
1	\$19.72	\$20.51	\$21.38
2	\$20.40	\$21.26	\$22.16
3	\$21.10	\$22.03	\$22.97
4	\$21.82	\$22.84	\$23.81
5	\$22.57	\$23.67	\$24.68
6	\$23.35	\$24.54	\$25.58
7	\$24.15	\$25.43	\$26.51
8	\$24.98	\$26.36	\$27.48
9	\$25.85	\$27.32	\$28.48
10	\$26.74	\$28.32	\$29.52
11	\$27.67	\$29.35	\$30.60
12	\$28.63	\$30.42	\$31.72
13	\$29.62	\$31.53	\$32.87
14	\$30.65	\$32.68	\$34.07
15	\$31.75	\$33.88	\$35.32
16	n/a	\$35.11	\$36.61
17	n/a	n/a	\$37.94

*Effective the first day of the pay period that includes the date of ratification.

*Effective the first day of the pay period that includes the date of ratification.

APPENDIX C
Equivalent OSU Experience Chart
For New Hires

1.	Ohio State University Hospitals experience	100%
2.	Hospital or Clinic experience if clinic setting affiliated with a hospital.	100%
3.	All experience earned in nursing faculty, staff development and administrative titles will receive full credit if associated with a patient care program.	100%
4.	All experience as indicated in (3) above not associated with a patient care program.	50%
5.	All other nursing experience, except the Hospitals may allow more credit with the concurrence of the ONA.	50%
6.	Part-time experience calculated on pro rata basis.	
7.	All nurses who have not been employed in nursing during 5 year period prior to application will be evaluated on an individual basis.	
8.	Only RN experience will be considered.	

APPENDIX D
ON-CALL PAY AGREEMENT

This will confirm the agreement which was reached pertaining to special circumstances which fall outside of the customary on-call practice as covered in Article 21, Section 2. There are several specialty areas where nurses are assigned on-call responsibilities which exceed sixteen (16) consecutive hours. Examples of these include the Open Heart and Heart Transplant Service, the Ophthalmology O.R., and the Liver Transplant area. In these areas and rarely in some of the other O.R. areas call may exceed sixteen (16) hours.

It is agreed that individuals in these circumstances shall receive three dollars and twenty cents (\$3.20) per hour for each hour the nurse remains in this status up to eight (8) hours. The on-call nurse shall receive one dollar (\$1.00) an hour for each additional hour of call up to twenty-four (24) hours. Should a nurse continue to be in an on-call status past the twenty-four (24) consecutive hours, that nurse shall receive three dollars and twenty cents (\$3.20) per hour for each hour between twenty-four (24) and thirty-two (32) hours. All additional on-call hours shall be paid at the rate of one dollar (\$1.00) per hour. However, if a nurse is on-call for one eight (8) hour shift and one twelve (12) hour shift consecutively, (20 hours total), the nurse shall receive \$50 on-call pay.

It is not the intent of the Hospitals to make on-call time periods of greater than sixteen (16) consecutive hours to become the standard. This Agreement addresses only those specialized areas which have special needs.

**APPENDIX E
INTERNAL RESOURCE POOL**

Section 1: The parties agree that a pool of experienced registered nurses should be available to augment existing staff. The parties further agree that full and part-time nurses employed by the Hospitals are most likely to provide the desirable level of nursing care; to provide care to patients in a cost effective manner and to provide the necessary balance in assignment of shifts. The Hospitals' basic policy shall be to use their regularly assigned registered nurse staff whenever possible.

Section 2: No term or condition of employment of registered nurses employed by the Medical Center in the Program shall be governed by the provisions of the collective bargaining agreement in effect between The Ohio State University and the Ohio Nurses Association unless otherwise specified in this Appendix. All terms and conditions of employment applicable to registered nurses employed in the Program are set forth herein and in the policies and procedures of the Ohio State University Hospitals and the Ohio State University.

Section 3: IRP staff must have recent experience in the specified areas of practice in an acute care setting, possess valid Ohio licensure and successfully complete employment paperwork requirements and a post offer medical inquiry and examination which includes a drug screen.

- A. Individuals employed anywhere in the University system are ineligible for the IRP.
- B. Individuals who participate in the five year Early Retirement Incentive program are ineligible, as are GTAs and students taking eleven (11) or more hours at The Ohio State University.

Section 4: All IRP staff will be required to complete Medical Center and Safety orientation in addition to department orientation. IRP nurses in Nursing Services also are required to attend a centralized nursing orientation program.

Section 5: IRP nurses shall be paid the following hourly rates:

	<u>Ratification*</u>	<u>06/27/04</u>
Day	\$30.00	\$30.00
Evening/Night	\$33.50	\$35.00
Weekend	\$35.50	\$37.00
Weekend Eve/Night	\$37.50	\$39.00
Charge	\$ 2.50	\$ 2.50

*Effective the first day of the pay period that includes the date of ratification.

IRP nurses shall be paid the Evening/Night wage if they work a minimum of three consecutive hours on either the second or third shift.

Section 6: IRP nurses do not receive fringe benefits.

Section 7: Any regularly scheduled nurse transferring to the IRP program shall be paid for their accrued vacation time and shall have their seniority and sick time accumulation frozen. Assuming no break in service, if a nurse returns to a full-time or part-time position the nurse's seniority and sick time accumulation will be reactivated.

Section 8: IRP staff are not paid by the Medical Center for Hospital inservices during non-scheduled hours but may attend if the opportunity arises. If IRP staff are on duty at the time of an offering, and the manager approves, the IRP staff will be paid for the inservice. Attendance at mandatory inservices will be paid.

Section 9: IRP nurses may be scheduled as determined by the Hospitals. IRP nurses are required to work a minimum of sixteen (16) hours per four (4) week schedule (eight (8) of those hours are to be worked on weekends) and one (1) eight (8) hour shift on Christmas or New Year's. This requirement may be waived based on operational needs (or hours at manager's discretion).

Section 10: No regular full-time or part-time nurse shall be displaced from her assigned unit and shift by an IRP nurse. IRP nurses will be pulled to another unit before regular full-time or part-time nurses on that unit.

Section 11: In the event that the Hospitals, after scheduling an IRP, no longer needs the IRP to work, the nurse shall be notified as far in advance as possible. If the IRP does not receive advance notification of cancellation by

the Hospital and reports to work, the nurse shall be paid two (2) hours of pay. The Hospitals will make a reasonable effort to find work for the IRP nurse who reports because of inadequate advance notification. In case of cancellation by the Hospitals, such hours an IRP was scheduled to work shall apply toward the minimum hours' requirement as hours worked.

Section 12: IRP nurses will be subject to Article 2 and Article 12 of the Ohio State University/Ohio Nurses Association Agreement.

Section 13: The Program will be maintained at the convenience of the Medical Center, provided, however, that should the Medical Center desire to terminate or modify the Program, it shall give thirty (30) days written notice to the ONA.

APPENDIX F FLOAT POOL

A float pool will be maintained for the purpose of augmenting the regular staff on units. The float pool shall be a separate nursing service under Article 16, Section 6 F.

1. Float Pool Nurses may specialize in certain clinical areas and may request to work in those areas. However, a Float Pool Nurse may be assigned to any clinical area based on patient care needs. No Float Pool Nurse shall be assigned to any unit unless such unit is staffed by at least one (1) regularly assigned nurse from that unit or unless the nurse is familiar with the operations of that unit. Assignments will be made without reference to seniority.
2. All Float Pool Nurse positions shall be posted and bid on per Article 16, Sections 9 and 10. One year experience is preferred.
3. Currently employed RNs who accept Float Pool Nurse positions shall receive appropriate orientation.
4. All nurses hired from outside the Medical Center shall receive the Article 8 orientation and a Float Pool orientation.
5. Nothing contained in this appendix shall preclude the Medical Center from assigning any other bargaining unit nurse from unit to unit at any time to respond to patient care needs in accordance with current practices.

Effective July 1, 2001 nurses employed in the float pool will be paid in accordance with Appendix B.

The parties agree that Float Pool Nurses will be covered by all provisions of the collective bargaining agreement.

APPENDIX G GAINSHARING

As professionals, nurses have an impact on both the quality and cost of healthcare.

Listed below under each of the categories are examples of ways that professional nurses in each of their practice settings can help in achieving the overall organizational goals of patient satisfaction and net margin.

Efficient Practice

- supply conservation
- consistent plan of care
- linen usage
- timely discharge of patients

Productivity

- timely exchange of information with the physician and multi disciplinary team
- discharge planning and teaching
- appropriate delegation of tasks
- timely transition of beds from admission to discharge

Quality Indicators

- patient satisfaction
- appropriate assessment and provision of skin care
- pain control
- responsiveness to medication needs
- appropriate assessment and provision of pulmonary care
- patient safety

Effective Communications

- awareness of cost/inclusion in decision making
- employee recognition
- enhanced employee/management relationships
- leadership development
- teamwork

Participation by professional nurses in the overall Medical Center gainsharing goals, will not in any way, constitute a violation of the professional code of ethics.

ANA CODE OF ETHICS FOR NURSES*

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

*This appendix is for informational purposes only and is not part of the Agreement.

MEMORANDUM OF UNDERSTANDING

BETWEEN OSU AND ONA
RE: HEALTH AND SAFETY

This agreement is made and entered into the 1st day of April, 2003, by and between the Ohio Nurses Association ("ONA") and The Ohio State University ("OSU") sometimes collectively referred to as the Parties.

A nurse from the Medical Center shall serve on OSU's safety committee. ONA shall recommend a proposed candidate to the Medical Center's Administrator of Human Resources who, subject to the Administrator's approval, shall serve on OSU's safety committee. If the Administrator fails to approve the appointment of the ONA candidate, ONA and the Medical Center shall meet to mutually agree upon an appointment.

MEMORANDUM OF UNDERSTANDING

BETWEEN OSU AND ONA
RE: PARKING

This agreement is made and entered into this 1st day of April 2003, by and between the Ohio Nurses Association ("ONA") and The Ohio State University ("OSU") sometimes collectively referred to as the Parties.

OSU will make thirty (30) parking spots available to unit nurses in the parking lot commonly known as the "Pit". Before these parking spots are made available to unit nurses, the Parties, through the Labor Management Committee, shall mutually develop a procedure for the distribution of these parking spots. OSU will provide a priority for ramp parking to unit nurses who desire to purchase ramp parking privileges. This priority is based strictly upon availability and is not a guarantee that either ramp parking privileges will be available or that nurses will get ramp parking privileges in the ramp of their choice.

MEMORANDUM OF UNDERSTANDING

BETWEEN OSU AND ONA
RE: VACATIONS

In hardship cases, a nurse may submit a written appeal to the Medical Center's Administrator of Human Resources when a nurse's vacation balance is eliminated under Article 20, Section 3. The Appeal shall specify the reason(s) why the nurse seeks to have eliminated hours restored to the nurse's vacation balance. The Administrator shall, in his discretion, decide whether the nurse's balance was eliminated due to the nurse's inability to use the eliminated hours because the operational needs of the Medical Center reasonably precluded the nurse's use of these hours. The Administrator shall have the discretion to grant or not grant the nurse's appeal and his decision shall not be subject to review or appeal under Article 12 of this Agreement, and shall not be otherwise reviewable or appealable.

MEMORANDUM OF UNDERSTANDING

BETWEEN OSU AND ONA
RE: CX PARKING

Nurses currently employed and new nurses, upon hire with the Medical Center, shall have the option to receive a "CX" parking pass at the Medical Center's expense. If a nurse chooses not to receive a "CX" parking pass, at the Medical Center's expense, then the RN may choose to purchase a "C", "B", or "A" parking pass, if eligible, at his/her own expense. Eligibility for an "A" parking pass is set forth in Section 6. This memorandum is effective for the 2003/2004 academic year. It may be renewed by mutual agreement of the parties depending upon parking availability.

SIDE LETTER TO THE ONA AGREEMENT

JAMES CANCER HOSPITAL THREE 12-HOUR SHIFT PILOT

The Hospital agrees it will pilot a three 12-hour shift schedule in the James Cancer Hospital. Management will determine the length of the pilot, the number of units where such scheduling will be offered, and the number of 12-hour schedules that will be available. Prior to implementing the pilot management will present the proposed program at an OSU/ONA Labor Management Committee meeting. Management may accept or reject any suggested changes proposed at LMC. If the LMC rejects the pilot it will not be implemented.

It is management's intent to implement the pilot in September 2003. The terms of the pilot including this side letter are not subject to the grievance and arbitration procedures of the OSU/ONA collective bargaining agreement.

SIDE LETTER: SICK LEAVE

1. Registered nurses (excluding IRP) may have the opportunity to convert to cash a portion of their unused sick leave accrued over the past twelve (12) months.
2. The nurse must have used forty (40) hours or less of sick leave during the calendar year (excluding Family Medical Leave) and must have a balance of at least 240 hours after the conversion payout to be eligible.
3. The nurse may cash out a maximum of forty (40) hours of sick leave in any year.
4. A nurse who chooses not to exercise this opportunity will automatically have the sick leave balance carried forward.
5. In 2003, the conversion to cash may be requested during the first pay period in December. The payment will be issued the second pay period in January 2004.
6. To continue eligibility for the sick leave conversion program in 2004, the average sick leave usage for all bargaining unit nurses must decrease by 15% during 2003. Calculation of the reduction in sick leave usage will be determined by comparing the average sick leave usage for ONA bargaining unit nurses (excluding FML) as of December 31, 2002 and December 31, 2003. Bargaining unit nurses must maintain the 15% reduction in overall sick leave usage for the program to continue.
7. Disputes or questions regarding this program should be put in writing along with supporting documentation and forwarded to the Health Services Director Employee Relations for resolution.

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