

A G R E E M E N T

Between

**The
Ohio Nurses Association**

and

**The
Ohio State University**

July 1, 2011

through

July 1, 2013

TABLE OF CONTENTS

	Page
ARTICLE 1	Recognition 1
ARTICLE 2	ONA Membership 2
ARTICLE 3	ONA Dues Deduction 2
ARTICLE 4	Association Activity 3
ARTICLE 5	Management Rights..... 4
ARTICLE 6	Professional Practice 5
ARTICLE 7	Educational Program 7
ARTICLE 8	Orientation..... 8
ARTICLE 9	Probationary Period..... 10
ARTICLE 10	Employment 10
ARTICLE 11	Agency Nurses 10
ARTICLE 12	Grievance Procedure 11
ARTICLE 13	Corrective Action 14
ARTICLE 14	Hours 15
ARTICLE 15	Overpercent/Overtime 18
ARTICLE 16	Seniority 21
ARTICLE 17	Sick Leave 25
ARTICLE 18	Other Leaves of Absence 26
ARTICLE 19	Holidays 28
ARTICLE 20	Vacations 29
ARTICLE 21	Wages and Benefits 31
ARTICLE 22	Insurance 34
ARTICLE 23	Labor Management Committee..... 34
ARTICLE 24	Miscellaneous..... 35
ARTICLE 25	No Strike-No Lockout..... 36
ARTICLE 26	Duration..... 36
APPENDIX A	Authorization for Payroll Deduction of Association Dues..... 38
APPENDIX B	Nursing Pay Ranges 39
APPENDIX C	Equivalent OSU Experience Chart For New Hires 46
APPENDIX D	Internal Resource Pool 47
APPENDIX E	Float Pool 49
APPENDIX F	Gainsharing 50 ANA Code for Nurses 51
MEMORANDUM OF UNDERSTANDING: MEDIATION.....	52
SUBJECT INDEX	53

ARTICLE 1 RECOGNITION

Section 1: This Agreement is made and entered into this July 1, 2011, 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, OSU Harding Hospital, the Richard M. Ross Heart Hospital 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 “The Ohio State University Nurses Organization,” hereinafter referred to as “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 electronically to ONA no later than the 20th day of the month following the month of the dues deduction. The University will electronically 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 electronically 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 from the bargaining unit 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 OSUNO shall be granted four (4) eight (8) hour days per four (4) week schedule as part of the nurse's FTE for the purpose of conducting OSUNO business. 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.

Section 7: Anytime the OSUNO President or other OSUNO representative is called in on his or her day off from work by Human Resources to perform representational duties, such time shall be compensated by the Medical Center and will not be subject to reimbursement by OSUNO.

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 bi-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 eleven (11) 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 semiannual 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