AGREEMENT

BETWEEN

THE OHIO NURSES ASSOCIATION/AFT, AFL-CIO

AND

THE OHIO STATE UNIVERSITY

April 1, 2024

through

March 31, 2027
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ARTICLE 1
RECOGNITION

Section 1: This agreement is made and entered into this 1st day of April, 2024, by and between the Ohio Nurses Association, hereinafter referred to as “ONA,” the Ohio State University Bone Marrow Transplant Coordinator Nurses Organization, hereinafter referred to as “OSUBMTCNO,” The Ohio State University, hereinafter referred to either as the “University” or the “Hospital” 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 employee group covered by this Agreement includes all registered nurses employed in the position of Bone Marrow Transplant Patient Coordinator.

Non-registered nurses employed in the above-listed positions, registered nurses employed in positions not specified above, nurse managers, other supervisory employees, and all other employees not specified above are excluded from the employee group covered by this Agreement. The employee group covered by this Agreement will be hereinafter referred to interchangeably as “employees,” “bargaining unit employees,” “bargaining unit members,” or “nurses.”

Section 4: 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 bargaining unit employees.

Section 5: It is not the University’s intent to change the job title or job description of the positions listed in Section 3 of this Article for the purpose of eliminating bargaining unit positions.

Section 6: Agency and Internal Resource Pool (IRP) nurses shall only be used to supplement and not to replace nurses covered under this Agreement.

ARTICLE 2
SEVERABILITY

In the event any provision of this Agreement is in conflict with, or in violation of, any federal statute, administrative rule, or regulation, such statute, administrative rule, or regulation govern and prevail. All provisions of this Agreement not in conflict therewith shall continue in full force and effect.

Because the Agreement governs the wages, hours, terms and conditions of employment of bargaining unit members, this Agreement shall supersede and replace all applicable state and local ordinances, and attendant rules and regulations, which it has the authority to supersede and
replace including, but not limited to Chapter 124 of the Ohio Revised Code and attendant rules and regulations, as specified in Section 4117.10(A) of the Ohio Revised Code.

In the event any provision of this Agreement is in conflict with, or in violation of, a court decision rendered by a court of controlling jurisdiction with a direct impact on this agreement, the parties shall meet to discuss the resolution of such conflict or violation.

ARTICLE 3
ONA DUES DEDUCTION

Section 1: The University agrees to deduct monthly ONA and OSUBMTANO 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.

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 discontinue such deductions.

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 payment 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 as provided in this article once the dues have been deducted and transmitted to ONA.

Section 5: 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 with the following information:

- Name
- Employee Identification Number
- Title
- Home Address
- Telephone Number
- Unit
- Classification
- Date of Hire
- Seniority Date
- Hourly Rate
- FTE Status
ARTICLE 4
ASSOCIATION ACTIVITY

Section 1: With reasonable notice to the Administrator of Human Resources (or designee), representatives of the ONA may enter the Medical Center to meet with employees covered by this Agreement and/or the Medical Center’s representatives for purposes of fulfilling their obligations as the exclusive bargaining representative. Such representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Medical Center may establish.

Section 2: OSUBMTNCO may designate up to three (3) bargaining unit members to serve on the ONA negotiating committee. Subject to the coverage needs of the department, the designated bargaining unit members will be excused from regular work duties with pay for the time during which the bargaining meeting is held. ONA Negotiating Committee members shall automatically be excused to attend negotiating sessions.

Section 3: ONA or OSUBMTNCO materials may be posted, with prior notification to the Administrator of Human Resources (or designee), on a reserved space of a single bulletin board where bargaining unit employees have reasonable access. The location of the bulletin board shall be agreed upon by ONA and the Medical Center.

Section 4: The ONA, through the OSUBMTNCO President or officers, will have access to bargaining unit employees’ mailboxes upon prior notification to the appropriate unit supervisor.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1: The management of the University, the control of the premises, and the direction of the workforce 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 bargaining unit members 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 bargaining unit members; to determine staffing and staffing patterns including, but not limited to the assignment of bargaining unit members 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 bargaining unit member 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. 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 Agreement.

ARTICLE 6
PROFESSIONAL PRACTICE/LABOR MANAGEMENT COMMITTEE

Section 1: Professional Nursing Practice Committee and Labor Management Committee.

A. ONA and the Medical Center recognize the common goals of providing optimal patient care and a satisfying and productive work place which includes meaningful input of the registered nurse. Accordingly, two mechanisms exist to address these issues: Shared Governance, a process established by the Hospital and continued in its discretion, and a Committee established by this Agreement concerning Professional Practice and Labor Management relations. Meetings of the Committee will be held on at least a quarterly basis, or more by mutual agreement, to discuss, examine and consider solutions on matters of mutual concern relating to professional nursing practice and labor relations. Shared Governance shall operate pursuant to the rules that govern its process. Topics to be addressed by the Committee may include, but are not limited to:

- Diversity, equity, and inclusion
- Safety
- Workplace violence
- Workplace culture and engagement
- Wellness and resiliency
- Nursing sensitive indicators
- Care delivery innovations
- Workplace development
- Just Culture

B. Participants in the Committee shall consist of the OSUBMTCNO President, Vice President, the ONA Staff Representative, and OSU Representatives. By mutual agreement, either party may bring in non-participants who have information or resources which could assist in the resolution of agenda items.

C. The 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 Committee. If no agenda items are submitted, no meeting shall be held that month. Such topics shall be directly related to labor management relations, professional nursing practice, and interdisciplinary practice with physicians and interaction with non-registered nurse staff, management and administration, or any other issue agreed upon by the parties.
D. The Committee shall have no authority to modify the terms of the existing Agreement or settle any grievances arising under the Agreement. Matters that may require a memorandum of understanding, letter of agreement or similar agreement shall be discussed at LMC with the appropriate parties present. The LMC does not have the authority as a body to enter into such agreements.

E. The Committee will establish meetings times and administrative procedures. The ONA and the Hospital 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.

F. The Committee, by mutual agreement, shall be authorized to resolve and/or make recommendations on those labor relations and professional practice matters which have been referred to the Committee by the parties to the Agreement.

G. After approval and/or amendment of the minutes of each meeting, the ONA may post the minutes on the designated bulletin board.

Section 2: The Hospitals will not create a condition that would require a nurse to violate the Ohio Nurse Practice Act. In the event a condition arises 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. Nurses may submit written concerns to management for consideration and recommendations for possible alternative solutions.

Section 3: The Parties agree to support joint labor-management training in skills and concepts which contribute to increased labor-management understanding and cooperative relationships.

ARTICLE 7
EDUCATIONAL PROGRAM

Section 1: Employees 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: Employees shall be compensated for all time spent attending mandatory educational conferences, seminars, or external educational programs. Cost of travel and registration fees will be reimbursed in accordance with University policy. Attendance at these required programs shall not be considered to be the use of professional days as described in section 3 of this article.

Section 3: Employees 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. Each employee will be permitted to take up to five (5) days off per
year for the purpose of attending such conferences, seminars or external educational programs. Requests for time off to attend these programs must be made to the nurse manager at least thirty (30) days in advance of the date of the conference, seminar or external educational program. The Director of Nursing may cancel an approved professional leave if, in the opinion of the Director, operational needs require. If professional leave is cancelled by the Director, the Hospitals shall pay the employee for any registration fees and travel expenses, including room accommodations, which the employee cannot recover.

ARTICLE 8
ORIENTATION

Section 1: All Bone Marrow Transplant Coordinator nurses employed by the Hospital 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 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 Bone Marrow Transplant Coordinator 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.

Section 2: General Hospital Orientation
Orientation conducted by the Medical Center in cooperation with the patient care unit. During assigned unit time, information/observation will be provided by an appropriate staff person. Structured learning opportunities will be provided including, but not limited to the following topics: 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 experienced nurse designated by the nurse manager who demonstrates clinical competence in their respective area. 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 Bone Marrow Transplant Coordinator nursing concepts.

Section 3: During the orientation period, the orientee shall have conferences at least weekly with either the preceptor and/or nurse manager to discuss the orientee’s progress/attainment of competencies. OSUBMTCNO shall be provided a copy of the current competency criteria.
Section 4: Orientation requirements may be modified by the nursing administration at the request of the orientee, preceptor, or the nurse manager depending upon the education, experience and demonstrative clinical competence of the orientee.

Section 5: The Hospitals will not provide information about ONA/OSUBMTCN0 or information about labor organizations to participants in the orientation program except in response to questions from participants. The Hospitals will provide a thirty (30) minute period of paid time during the first week of each orientation program for the ONA 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.

ARTICLE 9
PROBATIONARY PERIOD

Section 1: Newly hired employees in the bargaining unit, including those transferring from other positions at the University, shall be considered probationary employees for the first six (6) calendar months of their employment. In the event a probationary nurse has a performance issue, the nurse may request the presence of an OSUBMTCN0 representative at a meeting with their nursing leader. During this time, the employee may be terminated or disciplined at will and any such termination or discipline shall not be subject to Article 12 of this Agreement. However, probationary employees may only process grievances concerning pay-related issues.

ARTICLE 10
EMPLOYMENT

Section 1: An employee shall have the right to review their personnel file provided the review is in the presence of a representative of the respective department. An employee has the right to elect that an ONA representative be permitted to attend the review. An employee shall be timely provided a copy of their personnel file upon their written request.

Section 2: All employees covered by this Agreement shall be given a copy of their evaluation. The copy of the employee’s evaluation shall be presented to the employee at the same time as the original or in no event, later than the next work day.

Section 3: In order to provide optimal patient care, necessary equipment to complete job duties (including laptop computers) will be made available at no cost to all members of the bargaining unit.

The parties commit to ongoing dialogue at Labor Management Committee meetings regarding use of available technologies and services to provide optimal patient care.

Section 4: All employees covered by the Agreement shall receive a copy of this Agreement as soon as possible after its effective date. Five (5) copies and an electronic version of the Agreement will be provided to the ONA.
Section 5: Bargaining unit members shall be eligible for an “A” parking pass.

ARTICLE 11
NON-DISCRIMINATION

Section 1: There shall be no discrimination either by the Hospital or ONA against any bargaining unit member or applicant for employment in any manner relating to employment because of age, ancestry, color, disability, ethnicity, gender, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status, application for or participation in the state workers’ compensation system, or on account of membership in, or activity on behalf of ONA as provided for in this Agreement, or any other basis under law.

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, or between the University and multiple nurses, 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.

Step 1. A nurse having a grievance may present it in writing to their nurse manager, either alone or accompanied by a representative of ONA. Any such grievance shall be presented within ten (10) 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 nurse manager, or other designee, shall give the nurse a written answer within ten (10) working days after the grievance has been presented.

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 ten (10) working days after the Step 1 response. The Administrator of Human Resources at the Medical Center, or designee, the grievant, no more than two (2) representatives of the University, and no more than two (2) representatives of ONA, of which no more than one (1) shall be a University employee who would otherwise be on duty, shall meet within ten (10) working days after the appeal has been filed. The Administrator or designee shall respond in writing within ten (10) working days after the parties’ last meeting. A copy of said answer will be sent to the grievant’s home address or via email and to ONA. Grievants who are terminated or on leave will have said answer sent to the grievant’s home address.
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 forty-five (45) calendar days of its intention to do so.

In the event the matter is submitted to arbitration, the ONA shall solicit a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within fifteen (15) working days of receiving the panel, a University representative and ONA shall alternately strike one arbitrator’s name from the list until one name remains. 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. The fees and expenses of the arbitration shall be borne equally by the University and ONA. A party who elects a transcript of the proceedings shall pay for the cost of their own transcript and provide a copy of the transcript to the arbitrator. If both parties elect a transcript, the cost of the transcript shall be borne equally.

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 arbitration award shall not cause the University to violate provisions of Title IX, its regulations, and the Title IX consent agreement of 2014 between the federal Office of Civil Rights and the University. 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. 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 180 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 (three or more) may initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of nurses, including probationary employees, may be filed by ONA.

Section 5: Grievances may be processed during working hours. Working days as used in this Article shall not include Saturdays, Sundays, or holidays. Nurses will be paid for time spent in grievance meetings, including time spent in preparation with ONA for one hour, and time spent in the hearing. Nurses will also be paid for time spent in arbitration, when such time is spent during their scheduled work time.

Section 6: In the event ONA or an individual nurse is dissatisfied with the outcome of a corrective action hearing conducted by Human Resources pursuant to Article 13, Section 3, the decision may be submitted directly to arbitration by ONA.

ARTICLE 13
CORRECTIVE ACTION

Section 1: The Hospital shall have the right to take corrective action on an employee for just cause. The parties agree that communication and feedback involving performance issues are essential to providing the highest quality of patient care. If a bargaining unit employee is to attend a meeting with the nurse manager and such discussion could lead to corrective action, an OSUBMTCNO representative will be present upon the employee’s request.

The Hospital recognizes that Just Culture improves patient safety and the delivery of quality care by encouraging reporting of safety events, near misses, hazardous conditions and by facilitating a system-wide commitment to patient safety. Our Just Culture recognizes the inevitability of human error and takes into consideration system failures for which nurses have no control and promotes a learning environment. In the event the Hospitals convene or continue a Just Culture Steering Committee, OSUBMTCNO shall have one representative on the committee.

Section 2: Verbal counseling regarding general performance will be communicated prior to formal corrective action being administered. A nurse who receives a verbal counseling shall receive a written summary of the counseling from the manager. In the event a notation of written corrective action is made by the Hospital, it shall be filed in the personnel record of the employee and the employee shall receive a copy of the corrective action. The employee shall be required to sign said corrective action attesting to receipt; however, the employee’s signature does not necessarily indicate agreement.

Section 3: The Hospital and the ONA agree that no employee covered by this Agreement shall be issued a final written reprimand, suspended, 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 employee and an ONA representative may present evidence to show cause why the employee should not be issued a final written reprimand, suspended, or discharged. The notice of the hearing and the information packet of the employee will be
received by the ONA within five (5) working days in advance of the hearing and a copy will be delivered to the OSUBMTCNO President and the affected employee(s). An ONA representative and the OSUBMTCNO President and/or designee will attend the hearing. The employee will be excused from regular work duties with pay for the hearing.

The written decision of the hearing shall be sent to the employee (at the employee’s home address or via email), the ONA and the OSUBMTCNO President within ten (10) working days following the hearing.

Section 4: It is agreed that corrective action shall be taken according to the seriousness of the offense. Prior to corrective action, verbal counseling is encouraged, as appropriate. The usual progression of corrective action will be written reprimand, final written reprimand or suspension, and discharge.

Section 5: The ONA and the OSUBMTCNO President will be notified within two (2) working days of any employee that is placed on paid administrative leave.

Section 6: Employees covered by this Agreement will have the record of any corrective action, not otherwise expunged, removed from their personnel file after the active period of the corrective action has been exhausted 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 final written reprimands and suspensions issued by Human Resources, the record of any corrective actions, not otherwise expunged, will be removed from the nurse’s personnel record provided there have been no further corrective actions, related to the infraction, for a continuous period of twenty-four (24) months.

Section 7: Any dispute by a bargaining unit member regarding a corrective action shall be subject to the grievance procedure as described in Article 12.

ARTICLE 14
HOURS

Section 1: Nurses in the bargaining unit are salaried, exempt employees. Accordingly, their hours of work will vary on a daily, weekly, and annual basis. Nurses will work the hours necessary to accomplish their assigned duties and provide safe, effective, and appropriate patient care. Subject to these expectations, the department’s normal hours of operation are 8:00 a.m. to 4:30 p.m.

Section 2: Schedules of all nurses will be visible to all other nurses. Nurses shall indicate on the shared calendar which days they are working on site.

Section 3: Nurses will be permitted to take a lunch break at their discretion during their normal working day.
Section 4: Nurses in the bargaining unit are covered by Policy 6.12, Flexible Work.

ARTICLE 15
SENIORITY

Section 1: Unless otherwise noted “University Seniority” shall be defined as the length of time a nurse has been continuously employed calculated from the most recent date of hire by the University. “Bargaining Unit Seniority” shall be defined as the length of time a nurse has been continuously employed by the University, calculated from the nurse’s date of hire into a position covered by this Agreement, provided that the nurse has successfully completed the probationary period.

Section 2: 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. 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: The Hospital shall make available to all bargaining unit employees a seniority list containing, in order of bargaining unit seniority, the name, University seniority date, bargaining unit seniority date, position and assigned area of each nurse in the employee group covered by this Agreement. This seniority list shall be updated monthly. Any nurse desiring to challenge any of the information contained on such list must do so in writing with their Nurse Manager. A copy of all such lists will be forwarded to ONA and the Chair of the local unit.

Section 4: If the Hospital determines to layoff nurses in the nursing service, the following procedure will apply:

A. The Hospital shall first seek voluntary lay off from registered nurses.
B. If sufficient volunteers are not secured all temporary, Internal Resource Pool, and
probationary nurses employed in the affected nursing service will first be laid off.

C. If a further reduction is required, nurses with the least Bargaining Unit Seniority
will be displaced in inverse order of seniority.

Section 5: Nurses will have recall rights for 24 months from the date of lay off. Recalls from
layoff made pursuant to Section 4 (C) shall be made in order of Bargaining Unit Seniority of
those nurses laid off.

Section 6: While any nurse is on layoff, any additional work, vacancies or new positions covered
by this Agreement will first be offered to laid-off nurses, consistent with Section 5 of this
Article.

Section 7: 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 8: Openings in bargaining unit positions shall be posted and emailed to all bargaining
unit members one (1) calendar week before being permanently filled. Such openings shall be
filled on the basis of Bargaining Unit Seniority. If Bargaining Unit Seniority is equal, University
Seniority shall be the determining factor.

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 Director of Nursing.

Section 9: If a vacant position is not filled as defined in Section 8, then the employer will seek
external candidates. The open position will be awarded, as soon as is practicable, after the
interview process is completed.

ARTICLE 16
SICK LEAVE

Section 1: Sick leave credit shall be earned by registered nurses at the rate of 4.6 hours for each
biweekly period of service in active pay status, including paid vacation, holiday time, and sick
leave. Part-time registered nurses shall accrue sick leave on a pro rata basis. 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.
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. When additional time is required or there are other extenuating circumstances which may include the use of non-consecutive days, approval may be granted.

D. Medical, dental, or optical examination or treatment of the nurse or member of the immediate family.

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 there from shall be considered as illness and qualify for sick leave benefits.

G. Immediate family for purposes of this Section shall include spouse; domestic partner; mother; father; sister; brother; biological, adopted or foster child; stepchild; legal ward; grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; daughter-in-law; son-in-law; grandparent-in-law; grandchild-in-law; or corresponding relatives of the employee's partner; other persons for whom the employee is legally responsible; individual who stood in loco parentis to an employee when the employee was a child; and a child of a person standing in loco parentis to the child who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

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, a nurse may elect to be paid for one-fourth (1/4) of the accrued but unused sick leave credit, up to a maximum of 240 hours. This payment will be based upon the nurse’s rate of pay at the time of retirement. This one-time payout of sick leave eliminates all accrued sick leave on record.

ARTICLE 17
LEAVES OF ABSENCE

Section 1: Unpaid Leave: The University will provide unpaid leave benefits for Bargaining Unit members in accordance with Policy 6.45 – Unpaid Leave.
Section 2: Military Reserve/Service Leave: Nurses who are members of any military reserve or service 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. The Medical Center shall comply with all applicable State and Federal statutes and regulations relating to leave and employment rights relating to Military Reserve and/or Service members.

Section 3: Jury Duty Leave: 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. Time spent on jury duty shall be paid and will not limit accrual of seniority under this Agreement.

Section 4: Court Leave: Court leave with pay will be granted to any nurse who is summoned or subpoenaed to appear before any court, any duly authorized federal, state, or local government body or is a witness in an arbitration hearing. Nurses who are required to appear before a court or other legally constituted body in a matter in which they are a party will elect and may be granted vacation time, compensatory time or leave of absence without pay.

Section 5: Illness, Injury, Pregnancy Leave: 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 six (6) months. If the duration of the need for leave exceeds six (6) months, the nurse may apply for an extension of the leave, subject to the approval of the Medical Center. 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 treating physician.

Section 5: Family Medical Leave: Family leave and leave as an accommodation will be provided in accordance with applicable law and Policy 6.05 - Family Medical Leave.

ARTICLE 18
HOLIDAYS

Section 1: Nurses are entitled to the following holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1*</td>
</tr>
<tr>
<td>Martin Luther King Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>December 24*</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>As determined by law</td>
</tr>
<tr>
<td>Juneteenth Day</td>
<td>June 19*</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4*</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veteran’s Day **</td>
<td>November 11*</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>Observed Friday after Thanksgiving</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25*</td>
</tr>
</tbody>
</table>

*In the event a holiday occurs on a Saturday, the holiday benefit pay date will be observed on the
preceding Friday. In the event a holiday occurs on a Sunday, the holiday benefit pay date will be observed on the following Monday. When December 25 occurs on a Saturday, Presidents Day will be observed on December 23. When December 25 occurs on a Monday, Presidents Day will be observed on December 26.

** Veterans shall have preference for not working Veterans Day if they so choose.

Any additional holidays observed by the University and/or the Hospitals shall apply to nurses.

**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.

**ARTICLE 19**

**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:

<table>
<thead>
<tr>
<th>Years of Service*</th>
<th>Total Annual Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 36 months (0 to 3 years)</td>
<td>96 hours (12 days)</td>
</tr>
<tr>
<td>37 to 120 months (3+ to 10 years)</td>
<td>120 hours (15 days)</td>
</tr>
<tr>
<td>121 to 288 months (10+ to 24 years)</td>
<td>176 hours (22 days)</td>
</tr>
<tr>
<td>289+ months (24+ year)</td>
<td>200 hours (25 days)</td>
</tr>
</tbody>
</table>

* “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 regularly employed on a full-time basis shall receive one week’s salary at the rate in effect when such vacation is taken for each week of vacation to which the nurse is entitled. A nurse may accumulate vacation up to a maximum of 240 hours on the nurse’s anniversary date. Part-time nurses shall accrue vacation on a pro rata basis.

**Section 4:** 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 approval by the Nurse Manager.

A. Nurses will secure coverage for vacation time prior to submitting vacation time off. Vacation time requests shall be approved or denied by the employer based on the operational needs of the department within 14 calendar days of the request. Vacation time off need not be accrued at the time of request; however, the nurse must be able to accrue the total amount of vacation being requested prior to the first requested day off.
B. All scheduled vacations of nurses shall be visible to all other nurses in the bargaining unit.

C. Conflicts in choice will be resolved on the basis of bargaining unit seniority.

D. If two (2) or more nurses have the same bargaining unit seniority, then University seniority shall be the determining date.

ARTICLE 20
WAGES

Section 1: Pay Ranges: Effective the pay period that includes May 1, 2024, all bargaining unit members shall be compensated at a base rate of pay within the pay range of $73,000.00 to $110,000.00. Members whose current rate of pay is below the pay range minimum for their classification will have their base rate of pay increased to the pay range minimum.

Effective the pay period that includes September 1, 2025, all bargaining unit members shall be compensated at a base rate of pay within the pay range of $74,095.00 to $111,650.00. Members whose current rate of pay is below the pay range minimum for their classification will have their base rate of pay increased to the pay range minimum.

Effective the pay period that includes September 1, 2026, all bargaining unit members shall be compensated at a base rate of pay within the pay range of $75,207.00 to $113,325.00. Members whose current rate of pay is below the pay range minimum for their classification will have their base rate of pay increased to the pay range minimum.

Section 2: Upon hire into the bargaining unit, a nurse’s starting wage will be established based on the nurse’s relevant internal and external experience as compared with existing bone marrow transplant coordinators. The Medical Center agrees that no newly hired nurse will earn a base rate of pay that is greater than the base rate of pay of an existing nurse with the same relevant internal and external experience, provided that the existing nurse had at least an “achieves” rating on their most recent performance evaluation.

Section 3: Merit Increases:

A. All nurses shall participate in the Medical Center’s annual performance review process.

A nurse shall be eligible for merit-based increases to their base rate of pay in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Rating on P3</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does Not Achieve:</td>
<td>0%</td>
</tr>
<tr>
<td>Achieves:</td>
<td>2%</td>
</tr>
<tr>
<td>Excels:</td>
<td>2.5%</td>
</tr>
</tbody>
</table>
Any increase resulting from the application of the foregoing shall be incorporated into the bargaining unit member’s base rate of pay no later than the pay period that includes September 1 of the performance evaluation year.

B. Members whose base rate of pay is at or above the maximum of their pay range at the time of the increase will receive a one-time lump sum payment in lieu of a base rate of pay increase. Lump sum payments will be based on the maximum of the member’s pay range and subject to a member’s full-time equivalency and applicable withholdings.

C. Should a base pay increase cause a member’s base rate of pay to reach or exceed the maximum of the pay range, that member’s base rate of pay will be increased to the maximum of the pay range and the member will receive the remainder in a one-time lump sum payment subject to a member’s full-time equivalency and applicable withholdings.

D. Bargaining unit members must have a hire date prior to April 1st to be eligible for that year’s merit increase under A of this section.

Section 4: Equity Increases: Effective the pay period that includes May 1, 2024, members may receive an equity adjustment to their base rate of pay based on their years of prior relevant experience.

Section 5: Certification Pay: Effective April 1, 2024, nurses who have a recognized specialty certification shall receive a differential of three and one half (3.5) percent of their base salary, provided they have presented evidence of such certification to Medical Center Human Resources. Recognized specialty certifications shall be limited to professional certification programs of the American Nurses Association, the Oncology Nursing Certification Corporation, and other organizations as determined by the Medical Center. A nurse seeking to receive the specialty certification differential is responsible for submitting evidence of the certification to the unit manager via email. The certification differential will be applied as of the certification effective date, not to exceed three (3) months retroactive to the date submitted to the nurse manager. The nurse is responsible for verifying that the differential is paid within two (2) pay periods after submission of the new certification. For certification renewals, the nurse is responsible for verifying any overlap period and for verifying that the differential is paid within two (2) pay periods after the effective date of the renewed certification. No retroactive certification pay will be granted to a nurse who does not verify that the certification has been paid.

Section 6: Degree Differential: Effective May 1, 2024, nurses who obtain a graduate degree in nursing or field related to the practice of nursing or health care shall receive a differential of two point eight percent (2.8%) of their base salary.

Section 7: Clinical Ladder: Nurses covered by this Agreement shall be eligible to participate in the Clinical Ladder program established by the Medical Center. Upon thirty (30) days written notice to the ONA, the Medical Center may make such modification to the program as it deems advisable. As part of the program, the Medical Center agrees to a base pay increase of four
percent (4%) for Level II to Level III, and six percent (6%) more for Level III to Level 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 the OSUBMTCNO collective bargaining agreement, except that a denial of promotion or demotion may be grieved. Should such a grievance be arbitrated, then notwithstanding the provisions of Article 12 of the OSUBMTCNO collective bargaining 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 8: Bonus Programs: Periodically, the Medical Center as a whole, or as individual departments and areas, provides bonus payments to non-bargaining unit employees. These bonus programs are based on a variety of criteria, which can include: quality, patient experience, financial or other operational reasons. Bargaining unit members may be eligible for and issued Medical Center bonus payments solely at the discretion of the Medical Center. No dispute arising from the implementation or administration of any Medical Center bonus program shall be subject to the grievance or arbitration provisions of this agreement, except for instances where the program has not been applied according to its documented design. Nothing in this agreement provides a guarantee that bargaining unit members will be included in any specific bonus program.

ARTICLE 21
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 non-bargaining 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.

Section 2: During the life of this Agreement the University will provide professional liability insurance in accordance with its announced policies.

Section 3: 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 4: If the University declares an insurance premium holiday, it shall also apply to nurses covered by this Agreement.

ARTICLE 22
NO STRIKE/NO LOCKOUT
Section 1: During the term of this Agreement, there shall be no lockout by the University and neither the Union, or any of its officers, members, representatives, or agents, or any employee subject to this agreement, shall authorize, encourage, cause, support, instigate, tolerate, condone, sanction, participate or engage in any work stoppage, curtailment of work activities, strike, sympathy strike, slowdown, or boycott, or any other action that will interfere with the operations of the University.

Section 2: In the event a nurse violates this Article, the University may discipline that nurse and such discipline is subject to the grievance and arbitration provisions of this Agreement. In any grievance or arbitration proceeding thereafter initiated by the ONA, the sole issue shall be whether the nurse violated this Article.

ARTICLE 23
DURATION

Section 1: This Agreement, effective April 1, 2024 shall continue in full force and effect until midnight March 31, 2027 and thereafter from year to year unless either party gives sixty (60) days’ written notice prior to March 31, 2027 or any yearly anniversary date thereafter to terminate the Agreement. Changes in the Agreement can only be made by mutual agreement of the parties and any such changes must be reduced to writing and signed by both parties.

ARTICLE 24
ALTERATION OF AGREEMENT AND WAIVER

Section 1: No agreement, alteration, waiver or modification of any of the terms and conditions contained herein shall be made by any employee covered by this Agreement, and no such amendment or revision of any of the terms and conditions contained herein shall be binding upon the parties hereto unless executed by the parties hereto.
This Agreement is approved and signed by the following:

Ohio Nurses Association

Phillip Bloomer  4/12/2024  
Michelle Johnson  4/12/2024  
Stephanie Richey  4/10/2024  
David Waddell  4/10/2024  

The Ohio State University

Mary K. Hall  4/15/2024  

David Simpson  
Erika Pearsol-Christie  
Andrew Fraley  
Donald B. Gibson  
Kristie Henneman  
Molly Hanrahan  
Scott Roberts  
Meagan Paskins  
James Kousaie  
Rhonda Van Buskirk  
Darius Smith