# AGREEMENT

BETWEEN

## THE OHIO NURSES ASSOCIATION/AFT, AFL-CIO

AND

## THE OHIO STATE UNIVERSITY

July 1, 2025

through

July 1, 2028

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## ARTICLE 1
## RECOGNITION

**Section 1:** This Agreement is made and entered into this July 1, 2025, 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 Medical Center which for purposes of this Agreement shall include University Hospital (including Brain & Spine Hospital), 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

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 decision is made regarding a new position, area, department, or building, the Hospitals will notify ONA. If ONA contends that a new position, area, department, or building should be covered by this Agreement, the inclusion of any such new position, area, department, or building shall be discussed by the parties. In the event the parties fail to agree as to the inclusion or exclusion of such position, area, department, or building, 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 affects the continuing employment of bargaining unit nurses.

## 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 OSUNO 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:** Dues shall be deducted from the pay period opposite the deduction for parking. 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

**Section 6:** Within thirty (30) days after the effective date of this Agreement, and on a quarterly basis thereafter, the University will electronically provide to the ONA a list of directors, nurse managers, and assistant nurse managers, each by unit, and an organization chart for each hospital.

## 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 of fulfilling their obligations as the exclusive bargaining unit representative with reasonable notice to 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 15 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.

In the weeks preceding negotiations, the Hospital shall collaborate with ONA to provide up to five (5) paid days to prepare for negotiations, if operationally feasible. The designated registered nurses will be granted leave of absence with up to eight (8) hours pay for the day on which a preparation session is held.

**Section 3:** Where there are bulletin boards for Hospital employees, including electronic bulletin boards, 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 andthe 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. The Hospitals shall provide a link on Medical Center intranet to the OSUNO webpage. Acceptable material for posting shall concern ONA and its affiliates or the local unit and its affiliates.

**Section 4:** The ONA will have reasonable access to nurses' mailboxes upon prior notification to the appropriate unit supervisor. ONA/OSUNO will continue to be granted the use of the Hospitals email system.

**Section 5:** Any nurse serving as President of the OSUNO shall be granted up to twenty-four (24) hours per week per four (4) week schedule as part of the nurse's FTE for the purposeof conducting OSUNO business. Any nurse serving as a Vice President of the OSUNO shall be granted up to a cumulative twenty-four (24) hours per week per four (4) week schedule as part of the nurses' FTE for the purpose of conducting OSUNO business. Upon the presentation of a bill, OSUNO shall fully reimburse the Hospitals for the wagesand benefits received by the OSUNO President and OSUNO Vice Presidents during thesehours.

The Hospitals will provide assistance to the OSUNO President for purposes of scheduling consistent meeting space for four (4) hours per week.

**Section 6:** Anytime the OSUNO President or other OSUNO representative is called in on their day off from work by Human Resources to perform representational duties, such time shall be compensated by the Medical Center.

## 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 ANA Code of Ethics for Nurses and the ANA Bill of Rights. The Hospitals support and endorse this individual subscription to this Code and Bill. By law, however, the Hospitals are ultimately responsible for all patient care performed within the Hospitals, therefore, the ONA recognizes that neither the Hospitals nor any of their employees are governed by the ANA Code of Ethics for Nurses and Bill of Rights. Furthermore, nurses shall not be required to perform duties outside the Ohio Nurse Practice Act and/or Hospital Policy.

**Section 2:** ONA and OSUNO recognize the value in a shared governance model. OSUNO representatives may apply and be selected to shared governance councils according to established application guidelines.

**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 extra hours. No nurse shall be required to delegate or direct nursing activities to other personnel contrary to the Ohio Nurse Practice Act.

**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. The Hospitals will not create a condition that would require a nurse to violate the Ohio Nurse Practice Act.

**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 Clinical Ladder III status, and six percent (6%) more for Clinical Ladder IV status. 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 or demotion 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:** Preceptor Differential. A nurse who is assigned preceptor responsibilities shall receive a differential of two dollars ($2.00) per hour for any shift where they serve as a preceptor for medical center–employed nurses and surgical technologists, and agency/traveler staff serving in those roles. Preceptor differential shall be in addition to other applicable differentials or premiums, if any. Preceptor responsibilities shall be considered when making patient care assignments.

**Section 7:** 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. Registered nurses should be encouraged to practice at the top of a nurse's license and be able to delegate duties as appropriate.

**Section 8:** Professional Nursing Practice Committee.

A. Meetings between OSUNO and the Hospital nursing leadership will be held quarterly 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 nursing leaders as the Hospitals shall designate. The OSUNO shall be represented by such nurses as the OSUNO shall designate and the Hospitals will permit up to eleven (11) bargaining unit nurses to be released from work without loss of pay to attend such meetings. A Human Resources representative and an ONA staff representative may attend such meetings upon request with appropriate advance notice to the committee co-chairs. Nurses will be paid for time spent in professional nursing practice meetings. Nurses serving as co-chair or secretary shall be paid for up to two (2) hours of time spent preparing minutes and/or meeting agendas with prior approval of the nurse's manager.

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 quarter. Such topics shall be directly related to professional nursing practice. Grievances shall not be addressed in the Professional Nursing Practice Committee.

D. The committee will establish meeting times and administrative procedures, including establishing a quorum. The OSUNO and the Hospitals each will designate one of its committee members to serve as co-chair on an annual basis. The co-chairs 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. Consensus recommendations of the committee shall be reduced to writing and forwarded to the appropriate shared governance committee 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 OSUNO may post the minutes on approved bulletin boards.

**Section 9:** Clinical Technology and Artificial Intelligence

Clinical technology and artificial intelligence are intended to complement, not diminish or replace, the skills, judgment, and decision-making of a nurse. The use of technology shall not limit members of the care team from exercising discretion in the implementation of care, nor from acting as a patient advocate.

The parties acknowledge the importance of technology to enhance patient care and efficiency. The parties will meet and confer about technological changes.

Bargaining unit members are encouraged to participate in the selection, design, building and validation processes of technology affecting their job duties.

## 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 andas may be determined during the term of this agreement.

**Section 2:** Attendance at mandatory educational conferences, seminars, external educational programs, in-services, or competencies shall be counted as time worked, and nurses shall be compensated at the applicable rate, and for the cost of travel and registration fees in accordance with University policy. Following discussion with a nurse's manager, if mandatory education under this section cannot be completed during a nurse's scheduled shift and a nurse is required to come in on the nurse's day off, thenurse shall be compensated for a minimum of two hours.

**Section 3:** Nurses shall be entitled to voluntary professional leave hours in a rolling twelve (12) month period to attend in person or online professional conferences, seminars or external educational programs, if such conference, seminar or program is approved by the Director of Nursing or designee, in accordance with the following minimums:

- Nurses employed at a .9 FTE or higher are eligible for up to forty (40) hours.
- Nurses employed at a .8 FTE but less than .9 FTE are eligible for up to thirty-two (32) hours.
- Nurses employed at a .5 FTE but less than .8 FTE are eligible for up to twenty-four (24) hours.

Attendance at Hospitals' required meetings or conferences shall not be considered to be the use of professional days.

Upon approval by the Director or designee, such voluntary professional leave hours will be granted if notice of such attendance is submitted in accordance with scheduling timelines. If the request is not made in accordance with scheduling timelines, attendance of the nurse shall be approved if it would not unreasonably interfere with staffing. Once approved, the Hospitals shall not cancel professional leave except in emergency cases. 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 therole 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: Centralized Orientation**

Orientation will be conducted by Nursing Education in cooperation with thepatient 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 directionof the unit preceptor. The unit preceptor will be an assistant nurse manager, or an experienced non-agency/non-traveler nurse designated by the nurse manager who demonstrates clinical competence in their respectivearea. It is recommended that an RN preceptor attend and complete the preceptor course offered by the Hospital. The preceptor shall normally haveno charge responsibility and shall have reduced patient care assignments during this period. A preceptor's assignment may be adjusted based upon mutual agreement between the Charge Nurse (or Manager) and preceptor. Orientation to the unit will include unit policies and procedures, patientcare 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 Nursing Education to discuss the nurse's progress/attainment of competencies.

**Section 4:** Any nurse hired for a float pool position shall receive orientation to thetype of units on which the nurse is expected to work regularly. A list of all float pool nurses with their competencies will be maintained by management.

**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 as deemed appropriate by the unit/department.

**Section 8:** A list of registered nurses participating in the orientation program and included within the employee group will be furnished to ONA and OSUNO monthly. Such list shall include the names and unit assignments of the participants.

**Section 9:** The Hospitals will not provide information about ONA/OSUNO or information about labor organizations to participants in the orientation program except in response to questions from participants.

**Section 10:** The Hospitals will provide a sixty (60) minute period of paid time duringthe first week of each orientation program for the OSUNO designees 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. The number of designees shall beone (1) per twelve (12) orientees, rounded up.

**Section 11**: ONA/OSUNO shall be provided a copy of the current competency criteria for each nursing unit annually, or upon request.

**Section 12:** ONA shall be notified whenever a new competency or a change to existing competencies for any unit is under consideration.

## ARTICLE 9
## PROBATIONARY PERIOD

**Section 1**: Newly employed nurses shall be considered to be on probation for a period of six (6) calendar months. Upon mutual agreement between OSUNO and the Hospitals, the probation may be extended. In the event a probationary nurse has a performance issue, the nurse may request the presence of an OSUNO representative at a meeting with their nursing leader. 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 by either 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.

**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 they 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 their control, they will forfeit the vacation pay due.

**Section 4:** A newly hired OSU nurse may apply for transfer to a new position after completion of the nurse's probationary period.

**Section 5:** Nurses may request to adjust their FTE pursuant to the following guidelines:

- FTE changes shall not exceed the budgeted FTE for the department without the approval of Nursing Administration.
- The Hospital will not change a nurses FTE without the consent of the nurse.
- FTE changes will be offered quarterly.
- FTE changes will be granted by seniority.
- Requests to change FTE will be submitted in writing to the Nursing Manager on or before January 1, April 1, July 1, and October 1.

- Requests, if approved, will be initiated within the next two schedules following approval that are in alignment with the above timeframes.
- Managers will track all changes to ensure accuracy of submissions.

Exceptions to the above will be made with agreement from ONA for reasons including but not limited to:

- Employee/Family Emergencies, Death in family; Employee/Family member with terminal illness or serious health condition. Family member identification in conjunction with Medical Center Attendance Policy.
- Major Life Event. Divorce/legal separation; terminated same sex domestic partner relationship; birth or adoption of child.
- School schedules and child obligations will not be routine exceptions. School semester planning will be required of all staff and should follow the twice a year planning schedule. Child obligations will be considered with any emergent situations on a case by case basis.
- Departmental need. Increased or decreased FTE based on associated department need or new position availability. These changes will first be offered to existing employees and granted by either seniority (ONA) or hire date (non ONA).

Exceptions will be granted by seniority.

## ARTICLE 11
## TRAVELER/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:** Travel/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:** A travel/agency nurse shall not be assigned leadership or charge nurse responsibilities, unless the travel/agency nurse has had appropriate charge nurse experience at the Hospitals. The travel/agency nurse shall be expected to otherwise perform substantially the same functions as Hospital staff nurses.

**Section 4:** Travel/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 5:** 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 6:** Travel/agency nurses shall, when practical, receive a minimum of four and one half (4 1/2) hours of orientation. During the orientation process, competencies of travel/agency nurses will be evaluated in accordance with standards applicable to registered nurses working in University Hospitals. A list of clinical skills and competencies of each travel/agency nurse will be made available to the charge nurses on the unit to which the travel/agency nurse is assigned. Staff nurses who have concerns about clinical skills of a travel/agency nurse should report such concerns to their nurse managers.

**Section 7:** The hospitals will provide a quarterly written report to ONA that contains a list of all travelers/agency nurses. This list shall include, but is not limited to, the Travel/agency nurses shift, FTE, cost center, and number of hours worked per four-week schedule by business unit. This information will be presented at the Hospital's Staffing Committees and a report provided to Labor Management Committee.

## 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 strongly encourage the informal resolution of complaints, disputes, or potential 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 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 supervisor, or other designee, shall give the nurse, the ONA representative, and the OSUNO President or designee a written answer within ten (10) 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 ten (10) 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 the 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 ten (10) working days after the parties' last meeting. A copy of said answer will be sent to the grievant, the ONA representative, and the OSUNO President or designee.

**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.

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 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 the 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 arbitration award shall not cause the University to violate provisions of Title IX, and/or its regulations. 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 one hundred eighty (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 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. When a grievance is filed which affects a substantial number of nurses, ONA may choose up to five (5) nurses to attend the hearing as grievants. Additional nurses may attend without pay by mutual agreement.

**Section 5:** Grievances may be processed during working hours. 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 working hours. Time paid does not include time spent in travel, and is not subject to call-back procedures in Article 21.

**Section 6:** A grievance may be cancelled at Step 2 two times by the ONA or the nurse. ONA may proceed with the grievance without the nurse in attendance. If a grievance is cancelled at Step 2 a third time by ONA or the nurse, it is considered to be withdrawn without precedent.

## ARTICLE 13
## CORRECTIVE ACTION

**Section 1:** The Hospitals shall have the right to take corrective action on a nurse for just cause. The parties agree that communication and feedback involving performance issues are essential to the provision of high quality patient care. If a bargaining unit nurse is to attend a meeting with the nurse manager and such discussion could lead to corrective action, the nurse is entitled to have an OSUNO representative present if the nurse so requests.

The Hospitals recognize 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 a committee on just culture, OSUNO shall have two representatives on the committee.

**Section 2:** It is expected that verbal counseling regarding general performance will be communicated as appropriate prior to formal corrective action being administered. A nurse who receives 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 Hospitals it shall be filed in the personnel record of a nurse and the nurse shall receive a copy of the action. It is expected that performance issues will be discussed with the nurse prior to corrective action.

**Section 3:** The Hospitals and the ONA agree that no nurse covered by this Agreement shall be issued a final written reprimand, 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 issued a final written reprimand, suspended, demoted, or discharged. The parties agree to establish a designated weekly hearing day. The notice of the hearing and the information packet of the nurse will be received by the ONA at least five (5) working days in advance of the hearing. A copy will also be delivered to the OSUNO President, or designee, and the affected nurse(s) at least five (5) working days in advance of the hearing. An ONA representative and OSUNO President and/or designee will attend the hearing. The nurse will be paid for time spent in the hearing.

The outcome of the afore mentioned hearing will be sent in writing to the nurse and on the same day sent to the ONA and OSUNO president as soon as possible after the hearing. If the decision is not going to be issued within ten (10) working days following the hearing a representative of the Medical Center's Office of Human Resources will notify the ONA of a specific issue date. The outcome is said to have met the ten (10) working day requirement when it is sent to the ONA.

**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, final written reprimand or suspension, and discharge. Matters may be held in abeyance for purposes of corrective action, not to exceed twelve (12) months. The Hospitals agree that it will not unreasonably or arbitrarily delay in the processing of any contemplated corrective action.

**Section 5:** The ONA and the OSUNO president will be notified within two (2) working days of any nurse that is placed on paid administrative leave.

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

## 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 sixteen (16) consecutive hours 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. Schedule request periods and deadlines shall be defined and clearly communicated to staff. Schedules of all staff working in a nursing unit will be visible to all other staff working in a nursing unit as of the posting date. Requests will be visible to nurse scheduling representatives as soon as schedule requests are closed. Deviations from the schedule request periods and deadlines will be shared with OSUNO and ONA at the Labor-Management Committee prior to being implemented. However, the Hospitals may post an eight (8) week schedule that includes Thanksgiving and Christmas.

Schedule build:
Patient care needs are the primary driver of scheduling and assignment of hours. After considering skill mix, clinical competencies, benefit and off-unit time, patient activity and type, and legally required job modifications and accommodations, in the event that more than one nurse (including IRP) requests the same scheduled hours, the hours will be assigned to the most senior nurse. It is not the intent to schedule an IRP nurse or traveler/agency nurse to displace a regular staff nurse's schedule request.

The "x request off" and "x school" functions should be used as communication tools to help guide the scheduling representative and manager in balancing the schedule of operational needs while promoting work life balance. Nurses are encouraged to provide as much detail as necessary to communicate their needs. These functions cannot be used to override a nurse's request to work a shift.

All regular staff shall be scheduled up to their FTE. Part-time nurses and IRPs giving consent to be assigned mutually agreed additional hours may be scheduled up to forty (40) hours per week. 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.

Final approval of each schedule shall be the responsibility of the unit nursing management.

In holiday weeks, nurses who hold an FTE appointment of .6 FTE or less may, at the Hospitals' option, be scheduled to work their full percent. A part-time nurse who is not scheduled to work a holiday during a single-holiday week may use either available vacation or available compensatory

time to make up the difference between the holiday benefit hours paid and the nurse's shift as defined in Article 19, Section 3.

In double-holiday weeks, opportunities will be first offered to volunteers. A nurse who volunteers to work up to eight (8) additional hours will not be scheduled any other additional hours unless mutually agreed. A nurse who volunteers to work up to eight (8) additional hours will also receive all applicable pay incentives. If scheduling needs remain, nurses who are not scheduled to work on either of the holidays and have not volunteered for additional hours, may be scheduled to work an additional shift up to eight (8), ten (10), or twelve (12) hours (above their normal schedule). These hours will be assigned in order of inverse seniority. Hours worked under this section are extra hours and the nurse shall not be mandated before or after this extra shift. This extra hours requirement does not apply to nurses who hold an FTE appointment of .6 FTE or less who are scheduled to work their full FTE.

Post-schedule build – Unassigned hours process:
After the initial schedule is posted, unassigned hours will be posted for seven (7) calendar days so that nurses may sign up for extra hours. An IRP nurse who signs up for unassigned hours shall not displace a regular staff nurse who signs up for unassigned hours. In the event more than one nurse signs up for the same unassigned hours, the hours will be assigned to the most senior nurse, taking into account the scheduling factors above. Assignment of extra hours will be approved and finalized at the end of the seven (7) day period.

Beginning with the first day of the four (4) week schedule any unassigned or available hours will be offered and granted in order of seniority.

**Section 3:** Cancellation of hours:
When there is a need to reduce the number of staff on a unit, the process will be as follows:

1. Cancellation of traveler/agency in overtime.
2. Voluntary time off will be offered in order of seniority to nurses in extra hours as noted on the schedule for that day.
3. Cancellation of IRP nurses in order of inverse IRP seniority on a rotational basis.
4. Cancellation of extra hours for regular nurses in inverse order of seniority. In the event a nurse in extra hours is already at work and is sent home, the nurse will not be required to return to work. For nurses who have not yet reported to work, if cancellation of extra hours does not occur at least one and one-half (1 ½) hours prior to the start of the extra hours, the nurse will be paid two (2) hours of pay at the nurse's applicable rate. Refer to Article 15 Section 2 for on-call process related to contiguous extra hours.
5. Voluntary time off will be offered to regular nurses in order of seniority on a rotational basis (Voluntary time off on holiday premium pay will be offered in order of seniority only). Voluntary time off will be mutually agreed upon. The nurse may, at the nurse's option, use available vacation, compensatory time, or leave without pay. If the shift is unpaid, the nurse shall receive service credit for all purposes of seniority.
6. The Hospitals shall cancel traveler/agency RNs before requiring other nurses to take mandatory time off.

7. Mandatory time off will be assigned to nurses in inverse order of seniority on a rotational basis. If mandatory time off is being assigned before the start of the shift, the Hospitals will provide at least one and one-half (1 ½) hours' notice to the RN(s). No advance notice will be required for nurses who are working. The nurse may, at the nurse's option, use available vacation, compensatory time or leave without pay. If the shift is unpaid, the nurse shall receive service credit for all purposes of seniority. In no case shall a charge nurse be required to mandate another staff nurse to take time off.

For nurses who do not have a prior voluntary time off date, their bargaining unit seniority date will be used.

**Section 4:** Mandatory time off:
At the time a nurse is placed on mandatory time off, the nurse may enter in an on-call status by mutual agreement. On-call status will cover the entire period that the nurse was scheduled. The nurse has 1 ½ hours to report to the unit when called in on-call. If the nurse elects not to be placed in an on-call status, 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 on mandatory time off and afford the nurse(s) the opportunity to work. Nurses not on-call shall have the right to reject the Hospitals offer to work. If more than one nurse is placed on mandatory time off and the Hospitals decides to request one or more of the nurses be on call, the option to be on call shall be offered in order of seniority.

No nurse may be directed to take mandatory time off on more than three (3) non-holiday dates, and on no more than one holiday premium date in a fiscal year. If a nurse is directed to take mandatory time off after the nurse starts work, it will count as one (1) full date. Time taken off voluntarily shall not count as MTO for purposes of the three (3) non-holiday MTOs or the one holiday MTO limitation provided for herein. If a nurse meets the above limits, the nurse will be exempt from taking mandatory time off for the remainder of the fiscal year, but shall maintain the nurse's last date and will be placed back in rotation upon the start of the next fiscal year.

**Section 5:** Voluntary time off: If more than one nurse is placed on voluntary time off and the Hospital decides to request one or more of the nurses to return to work, the option to return shall be offered by seniority.

**Section 6:** On-call – excluding MTO and approved unit policies

- On-call shall be understood as being available and ready to report to the Hospitals for work. An on-call shift shall include a start and end time. It is not the intent to use on-call as a scheduling tool to cover holes in the schedule or to circumvent the need to hire staff to fill vacancies. It is not the intent to use on-call to schedule below the unit's planned staffing level.
- On-call schedules will be posted concurrent with the four-week schedule.
- A nurse on-call shall be reachable by phone or pager no more than two (2) hours prior to the start of the on-call shift. In non-procedural areas, a nurse shall have ninety (90) minutes to report to the unit once called in to work, but in no circumstance will be required to report to work prior to the start of the nurse's on- call shift.

- Long-range pagers may be made available at no cost to members of the bargaining unit who are required to be on-call.
- A nurse will not be utilized on-call for an assignment that is not normally filled by a nurse unless mutually agreed upon.
- On-call hours shall be paid at the applicable rate, including call-back provisions.
- A nurse shall have a minimum of eight (8) consecutive hours off between shifts, when one such shift is a worked on-call shift. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals.

**Section 7:** Unit by Unit On-Call Policy: Procedures may be developed on a unit by unit basis for those units that have on-call, and shall govern the process by which on-call is administered.

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 one full pay period to vote. A unit procedure will be valid for the length of the Agreement, unless modified by the foregoing procedure. Unit procedures shall be developed in collaboration with the unit manager to ensure that the procedure can be implemented.

B. Any unit that does not have a procedure may submit a procedure to the Labor Management Committee (LMC) during the term of this Agreement. All new or modified procedures will be subject to ONA and OSU approval through the LMC. In the event a unit procedure is found to be in violation of this contract, the procedure will be modified or eliminated. Procedures already submitted to the LMC will be reviewed by each unit within ninety (90) days of the effective date of this Agreement but do not need to be re-submitted for approval by LMC if no changes are proposed.

C. Approved procedures will be reduced to writing and made available on the unit in the Charge Nurse Resource Manual.

**Section 8:** Unless mutually agreed upon, no nurse can be displaced from a scheduled shift after the schedule is finalized**.**

**Section 9:** Floating by staff nurses in regular hours shall only be used when other staffing alternatives have been exhausted excluding mandation. When a nurse in regular hours is needed to float, a unit shall ask for volunteers who are qualified to float and offer opportunities by seniority. If additional staff is still necessary, a staff nurse in regular hours who is qualified to float may be floated in inverse order of seniority on a rotational basis. The following order shall apply to those qualified for the assignment:

A. Volunteers
B. Travelers
C. Float Pool Nurses
D. Non-Home Unit IRP in order of inverse IRP seniority on a rotational basis
E. Home Unit IRP in order of inverse IRP seniority on a rotational basis
F. Regular full or part-time staff nurses in extra hours may volunteer to float or will be cancelled

G. Regular full or part-time staff nurses in inverse order of seniority on a rotational basis only after all extra hours have been cancelled, as outlined in this section
H. If all staffing needs are met and there is still a need to downsize, the Hospital will follow the cancellation process outlined in Article 14, Section 3.

When a unit is downsizing by both floating and cancelling staff, the unit shall first offer voluntary time off in accordance with Article 14, Section 3, #5. Once voluntary time off has been awarded, the unit shall determine the nurses who will be floated in accordance with the order above.

If a unit has a staffing need, that unit will attempt to cover its need with its own staff or use appropriate Float Pool nurses. If it becomes necessary to float a non-Float Pool nurse, the non-Float Pool nurse, including IRP, will be paid a float differential of $3.50 per hour for each hour they are required to float.

Nurses who are new to a unit shall not be floated to another unit for six (6) months after completion of orientation unless mutually agreed upon.

Nurses who have voluntarily signed up for extra hours on a unit will not be floated to another unit unless they have agreed in advance. If the nurse does not agree to float, their extra hours for that day will be cancelled. Nurses on regularly scheduled hours shall not be involuntarily displaced from their home unit by nurses in extra hours.

When operationally feasible, a bargaining unit nurse who is precepting shall not be floated. The parties recognize the need for the orientee to have a consistent preceptor, and it serves both parties' interests for the orientee to successfully complete orientation and contribute to staffing.

**Section 10:** 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. A nurse on a break shall be released from all work activities and shall not be expected to work before the end of the nurse's break, absent an emergency.

**Section 11:** Nurses will be scheduled to be off duty at least two (2) out of every four (4) weekends. A nurse will not be scheduled any shift between 7:00 p.m. Friday and 7:00 p.m. Sunday on their off duty weekend. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals.

A nurse will have worked the weekend if the nurse works or is on approved benefit time for any two (2) shifts starting between 7:00 p.m. on Friday to 7:00 p.m. on Sunday. The Hospitals will schedule weekend shifts on consecutive days. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals.

**Section 12:** No nurse will be required to work more than five (5) consecutive days without a day off unless mutually agreed upon.

**Section 13:** In an effort to promote collaborative discussion and reach mutually-agreed resolution, issues related to scheduling and/or staffing will be discussed regularly at LMC.

## ARTICLE 15
## EXTRA HOURS (OVERPERCENT/OVERTIME)

**Section 1:** When extra hours work is required on any unit, the staff nurse assigned to such unit will be offered via text message such extra hours work in order of hospital seniority. A nurse who opts out of text messaging will waive their opportunity to be notified of extra hours.

**Section 2:** Contiguous Extra Hours and On-Call pay (including IRP nurses): For purposes of this section, the Hospital shall follow the staffing shift assessment process.

A. If a nurse voluntarily signs up for a shift of time less than eight (8) hours and the department identifies the need to cancel, the shift will be cancelled.

B. If a nurse voluntarily signs up for two contiguous blocks of time totaling less than twelve (12) hours and the department identifies the need to cancel the first block, the nurse may, at their discretion, be placed in an on-call status for the remaining block. The nurse must notify the department of their decision to be on-call when the first block is canceled. Any nurse in an on-call status pursuant to this section shall be paid $3.50 per hour while in this on-call status.

    1. If the department identifies the need to cancel multiple nurses, the choice to be placed on-call will be offered to qualified nurses by seniority.

    2. If more than one nurse is placed in an on-call status and the department decides to request one or more of the nurses to return to work, the option to return shall be offered to the qualified nurse by seniority.

C. If a nurse voluntarily signs up for three or more contiguous blocks of time totaling twelve (12) hours or greater and the department identifies the need to cancel the first and/or second block of the extra hours, the department may, at its discretion, place the nurse in an on-call status for the remainder of the extra hours. Any nurse in an on-call status pursuant to this section shall be paid $3.50 per hour while in this on-call status.

    1. If the department identifies the need to cancel multiple nurses, the choice to be placed on-call will be offered to qualified nurses by seniority. If no nurse volunteers to be placed on-call, qualified nurses shall be placed on-call in inverse order of seniority.

    **2.** If more than one nurse is placed in an on-call status and the department decides to request one or more of the nurses to return to work, the option to return shall be offered to the qualified nurse by seniority.

Cancellation of contiguous extra hours shall be handled per Article 14, Section 3, #4.

**Section 3:** If an insufficient number of volunteers are obtained through the procedure outlined above in Section 1, qualified nurses who normally work on other units will be offered such extra hours work via text message. A nurse who opts out of text messaging will waive their opportunity to be notified of extra hours.

**Section 4:** If an insufficient number of volunteers are obtained pursuant to the procedure outlined above the nurse or nurses who have least recently worked extra hours for four (4) hours or more within the unit, either voluntary or involuntary, and are qualified to perform the work will be assigned to work such extra hours 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 extra hours again until all other staff nurses have been required to work.

2. If extra hours needs are not satisfied because a nurse either volunteered or has most recently worked 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.

No nurse shall be mandated for a period of time that has been approved as vacation or compensatory time. In no case shall a nurse in the charge role be required to mandate another staff nurse to work extra hours, as set forth in Article 6, Section 3.

**Section 5:** 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 6:** Nurses will be given reasonable notice before mandatory overtime is required. The parties recognize that a nurse has an obligation and a right to decline mandatory extra hours, without fear of disciplinary recourse, if the nurse feels that fatigue will adversely impact the nurse's ability to provide safe patient care.

**Section 7:** No nurse will be required to work extra hours under this Article for a period of more than four (4) hours. A nurse shall have a minimum of eight (8) hours off between shifts, when one such shift is a mandated shift.

A. No nurse shall be required to work extra hours as a condition of continued employment with the Hospital. The Hospital shall not terminate, threaten termination, discipline, or threaten discipline because a nurse chooses not to work extra hours.

   i. In the event of a declared emergency, unforeseen situation, and/or unanticipated influx of patients, the requirements under this section shall not apply, except that no nurse will be required to work more than four (4) extra hours in any four

(4) week schedule. The Hospitals will demonstrate prompt and diligent efforts to maintain required staffing levels. Hours utilized under this paragraph shall be reported by cost center monthly at the joint Labor-Management Committee.

ii. In the unforeseen situation in which a nurse working in a procedural and/or ambulatory area is providing active patient care for the purpose of completing a procedure or resolving a patient crisis, the requirements under this section shall not apply. In this situation, any nurse required to work extra hours will receive an additional twenty-five dollars ($25) per hour incentive pay with a minimum of one (1) hour paid, any time worked in excess of one (1) hour will be rounded up to the next full hour. In this paragraph, no nurse may be required to work extra hours more than one (1) time per pay period on a rotational basis by inverse seniority. Hours utilized under this paragraph shall be reported by cost center monthly at the joint Labor-Management Committee.

The Hospitals may, with the agreement of ONA, implement incentives offered to nurses working voluntary extra hours.

**Section 8:** Unit by Unit determination: Procedures may be developed on a unit by unit basis and shall govern the process by which extra hours are administered, notwithstanding the procedures set forth in Sections 1 through 7 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 one full pay period to vote. A unit procedure will be valid for the length of the agreement, unless modified by the foregoing procedure. Unit procedures shall be developed in collaboration with the unit manager to ensure that the procedure can be implemented.

B. Any unit that does not have a procedure may submit a procedure to the Labor Management Committee (LMC) during the term of this agreement. All new or modified procedures will be subject to ONA and OSU approval through the LMC. In the event a unit procedure is found to be in violation of this contract, the procedure will be modified or eliminated. Procedures already submitted to the LMC will be reviewed by each unit within ninety (90) days of the effective date of this Agreement but do not need to be re- submitted for approval by LMC if no changes are proposed.

C. Approved procedures will be reduced to writing and made available on the unit in the Charge Nurse Resource Manual.

**Section 9:** Premium Pay

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. In

the event a Hospital policy include additional categories under "hours worked", those categories shall also apply to bargaining unit employees. A nurse may change a compensatory time election during the work week.

Any RN who actually works over the nurse's appointed percentage, during a seven (7) day period as described in Article 14, Section 1, shall be paid at the nurse's base rate of pay, plus three dollars ($3.00) per hour for each hour actually worked above the nurse's University percentage appointment up to forty (40) hours per week.

There shall be no pyramiding of premium pay under this Agreement.

**Section 10:** 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 the final regular rate received by the bargaining unit member.

## 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. Hospital seniority shall be updated monthly and shall be electronically accessible to all members. A copy of all such lists will be forwarded to ONA and the OSUNO President of the local unit.

In the event two or more nurses have the same Hospital seniority, the lowest last four digits of the nurse's identification number shall be the tiebreaker.

**Section 2:** Hospital seniority is broken when a nurse:

A. Resigns, retires, or is in a position which is abolished. Nurses who are rehired within 24 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 absent without notice for three (3) consecutive working days unless the failure to give notice is for cause beyond the nurse's control.

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

**Section 3:** Any nurse desiring to challenge any of the information contained on the seniority list must do so in writing to the Hospitals' Office of Human Resources.

**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:** If the Medical Center determines to abolish nursing positions in any service area, the Medical Center will continue to make reasonable effort to avoid such abolishment, not to exclude reassignment to duties outside their service area. In any event, the Medical Center will meet with the Union to discuss alternatives to minimize the anticipated reduction in force. If the Medical Center and the Union cannot agree on an alternative, the following process will be followed:

A. Nurses will be abolished in reverse order of their continuous service date in the service area, with the most recently hired nurse affected first.

B. Displaced nurses will first be placed in a vacant posted position provided they have the ability to perform the work after an appropriate orientation. If more than one vacancy exists for which the displaced nurse has the ability to perform the work after an appropriate orientation, the nurse has the option of applying for any available vacancy.

C. If there are no vacancies, the nurse may displace a Traveler or IRP and assume that role on the same terms as the displaced Traveler or IRP.

D. 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 *Perioperative
*Outpatient

University Hospitals

*Diagnostic/Procedural *Perioperative
*Outpatient *Inpatient

**Section 6:** If a nurse is involuntarily terminated under Section 5 of this Article, the nurse shall be eligible for severance pay in accordance with Policy 2.40 – Staff Severance Program.

**Section 7:** 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 an orientation period must successfully complete the orientation 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 8:** 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. A manager may not hold a staff member from making a transfer for longer than four (4) weeks after a new position has been awarded without discussing the transfer timeframe with the staff member and Human Resources.

## 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.

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. Sick leave will be granted to a maximum of four (4) 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 licensed independent practitioner's statement.

H. 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 year of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

   To use leave for the care of a domestic partner or for the corresponding relative of the partner, a completed Certificate of Domestic Partnership must be on file with Human Resources Benefits Services.

**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 two- hundred forty (240) hours. Sick leave conversion does not apply to any termination or separation other than retirement. If a nurse with 10 or more years of service with the State of Ohio or any of its political subdivisions dies while employed with OSU, Policy 6.27- Paid Time Off shall apply.

**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**.** 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 eligible for military leave benefits and reemployment rights in accordance with federal/state law and university policy. Sick leave may be approved for military physical examinations and shall not be counted as an occurrence.

**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:** A nurse will be granted an excused absence from work without loss of pay when the nurse is summoned for jury duty or is subpoenaed to appear before any court or other legal body authorized to compel the attendance of witness, provided that the nurse is not a party to the action.

**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 licensed independent provider 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 six (6) months, 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 and leave as an accommodation will be provided in accordance with applicable law.

**Section 10:** When operational needs allow, the Hospitals will grant leave time to bargaining unit employees for declared disaster relief. Such leaves shall not exceed six (6) working days per calendar year per bargaining unit member. At the employee's discretion the employee may elect to use vacation and/or compensatory time.

**Section 11:** In the event of an emergency that prevents an employee from reporting to work, employees may request use of unscheduled benefit time without going through established approval processes. Such requests shall not be unreasonably denied. More favorable consideration for such requests will be given if each of the following occur:

- the nurse makes the request as promptly as possible
- the nurse provides a reasonable excuse for the request
- the nurse provides supporting documentation as requested and if available
- the nurse does not have a history of making such requests

## ARTICLE 19
## HOLIDAYS

**Section 1:** Nurses are entitled to the following holidays:

| Observed Holiday | Holiday Benefit Pay Date* | Holiday Premium Pay Date |
|---|---|---|
| New Years Day | January 1* | January 1 |
| Martin Luther King Day | Third Monday in January | Third Monday in January |
| Memorial Day | Last Monday in May | Last Monday in May |
| Juneteenth Day | June 19* | June 19 |
| Independence Day | July 4* | July 4 |
| Labor Day | First Monday in September | First Monday in September |
| Veterans Day** | November 11* | November 11 |
| Thanksgiving Day | Fourth Thursday in November | Fourth Thursday in November |
| Columbus Day | Fourth Friday in November | Fourth Friday in November |
| Presidents Day | December 24* | December 24 |
| Christmas Day | December 25* | December 25 |

*In the event a Holiday Benefit Pay Date occurs on a Saturday, the Holiday Benefit Pay will be paid on the preceding Friday. In the event a Holiday Benefit Pay Date occurs on a Sunday, the

Holiday Benefit Pay will be paid on the following Monday. In the event Christmas Day falls on a Saturday, the Holiday Benefit Pay Dates will be the previous Thursday and Friday. In the event Christmas Day falls on a Monday, the Holiday Benefit Pay Dates will be Monday and Tuesday.

**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.

**Section 3:** Holidays shall be scheduled among full-time and part-time nurses as equitably as staffing needs permit. Holiday scheduling shall be discussed in the scheduling task force. Full-time and part-time nurses who work a holiday premium date shall be paid 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 will be paid eight (8), ten (10), or twelve (12) hours for those so scheduled, straight time holiday benefit pay for the holiday benefit date. 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 benefit pay for those so scheduled.

Part-time nurses who do not work on a holiday shall receive holiday benefit pay for the holiday benefit date 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.

The determination of the number of holiday hours to be paid to a .9 FTE or higher nurse is based upon 50% or more of the nurse's scheduled shifts during the four week schedule posted pursuant to Article 14 Section 2.

**Section 4:** All full and part-time registered nurses will be scheduled off at least one (1) of Thanksgiving Day or Christmas Day, unless mutually agreed upon.

**Section 5:** Notwithstanding the provisions of Article 15, Section 8, nurses who actually work the holidays shall receive overtime and over percent premium pay as provided in Article 15, Section 8.

## ARTICLE 20
## VACATIONS

**Section 1:** Nurses covered by this Agreement shall be entitled to vacations with pay in accordance with the following schedule:

| Years of Service* | Time accrual factor | Total Annual Vacation |
|---|---|---|
| 0 to 36 months (0 to 3 years) | .0462 per hour | 96 hours (12 days) |
| 37 to 120 months (3+ to 10 years) | .0577 per hour | 120 hours (15 days) |
| 121 to 288 months (10+ to 24 years) | .0847 per hour | 176 hours (22 days) |
| 289+ months (24+ years) | .0962 per hour | 200 hours (25 days) |

* "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 two-hundred and forty (240) hours. Any accumulated vacation on a nurse's time-off service date in excess of two-hundred and forty (240) hours shall be eliminated from the vacation balance.

In hardship cases, a nurse may submit a written request to carry over their vacation balance in excess of two-hundred and forty (240) hours to their manager for review up to thirty (30) days prior to their time-off service date or when a nurse's vacation balance is eliminated under Article 20, Section 3. The written request shall specify the reason(s) why the nurse seeks to retain the hours in excess of two-hundred and forty (240) to the nurse's vacation balance. The manager shall, in their discretion, decide whether the nurse's balance will be eliminated due to the nurse's inability to use their hours because of the operational needs of the Medical Center. The manager shall submit the request to the Director of Human Resources or designee for review. Human Resources shall have the discretion to grant or not grant the nurse's request and their decision shall not be subject to review or appeal under Article 12 of this Agreement, and shall not be otherwise reviewable or appealable.

**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 shall be scheduled in accordance with the operational needs of the department subject to the approval of the appropriate departmental administrator. 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 posting of the schedule which contains the dates being requested off.

A. Requests for vacation which will commence and end between June 1st and September 30th shall be made in writing by the nurse prior to February 15th. The nurse's vacation request should indicate the nurse's first and second choice as to vacation weeks. A first round request shall be limited to four (4) vacation weeks. First round requests may not exceed ten (10) total weekend shifts. A shift is defined as any hours requested on a weekend shift between 7:00 p.m. Friday and 7:00 p.m. Sunday. 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 June 1st to September 30th by February 28th.

If a nurse did not get any requested vacation on the schedule posted by February 28th, Nurses that were denied shall be given a seven (7) day opportunity to select from the remaining available vacation time, due by March 7. The Hospital shall post these approvals by March 15th.

Nurses may then resubmit a request by March 22nd for any open slots on the posted vacation schedule. The Hospitals shall post the schedule which includes third round requests by April 5th. In the event that the deadline dates fall on a weekend, the deadline will be extended to Monday at 8:00 a.m. Each vacation request shall include the first day through last day of the vacation and the total number of hours of benefit time.

B. Requests for vacation which will commence and end between October 1st and May 31st shall be approved or disapproved twelve (12) weeks prior to the posting of the regular four (4) week schedule that includes the vacation time off requested. Conflicts in choice within a nursing unit will be resolved on the basis of seniority, insofar as is reasonably possible. Each vacation request shall include the first day through last day of the vacation and the total number of hours of benefit time.

C. All other vacation requests shall be submitted to the appropriate supervisor and approved or disapproved with the posting of the regular four (4) week schedule build (or holiday schedule build if more than four (4) weeks).

D. If two (2) or more nurses on a given unit submit requests for the same time, hospital seniority is the first tie-breaker. If hospital seniority is equal, then the lowest last four digits of the nurse's identification number shall be the tiebreaker.

E. A calendar with all relevant vacation scheduling dates and deadlines will be accessible to all bargaining unit employees.

F. Vacation hours that are approved in the process~~ed~~ outlined in A of this Section may be given back by the nurse before the schedule request deadline for the regular four (4) week schedule build closes, so that the schedule representatives and managers may offer the available vacation hours.

1. Available hours will be offered first to nurses that were denied in order of seniority in the vacation approval process outlined in A.

2. Available hours will be offered second to any vacation requests made after the vacation approval process outlined in A that were denied, in order of seniority.

G. Vacation hours that are approved in the process outlined in A may not be given back by the nurse once the schedule including the approved vacation time for the regular four (4) week schedule has posted.

**Section 6:** If a nurse transfers in or out of a unit after a vacation request has been approved, the approved request will be honored by the receiving unit.

**Section 7:** The Medical Center shall provide the Scheduling Task Force with a list of available prime time vacation hours for each unit.

## ARTICLE 21
## WAGES AND BENEFITS

**Section 1:** Nurses covered by this Agreement will be paid in accordance with the pay ranges in Appendix B and the New Hire Wage Charts.

Effective September 1, 2025:

a. the minimum of each New Hire Wage Chart will be increased by 2.0%.
b. the maximum of each New Hire Wage Chart will be increased.
c. all nurses will receive a base pay increase or lump sum payment of at least 3.5%.

Effective September 1, 2026:

a. the minimum of each New Hire Wage Chart will be increased by 2.0%.
b. the maximum of each New Hire Wage Chart will be increased.
c. all nurses will receive a base pay increase or lump sum payment of at least 3.0%.

Effective September 1, 2027:

a. the minimum of each New Hire Wage Chart will be increased by 2.0%.
b. the maximum of each New Hire Wage Chart will be increased.
c. all nurses will receive a base pay increase or lump sum payment of at least 3.0%.

If the Medical Center merit budget in 2026 or 2027 is greater than 3.0%, the 3.0% will be increased by the difference between the Medical Center merit budget and 3.0%.

No nurse will receive an increase above the maximum of the nurse's market pay range. In each year of this Agreement, nurses whose pay rate reaches or is at the maximum of the market pay range will receive a cash payout for any portion of their pay increase not applied to the base rate.

**Section 2:** Upon hire into the bargaining unit, a nurse's starting pay rate within the pay range will be established by Human Resources, Classification & Compensation based on an evaluation of the nurse's prior relevant experience, according to the charts in Appendix C. The parties agree that no newly hired nurse shall be given a base rate of pay, based on the nurse's years of experience as credited in Appendix C at the time of hire, which results in that nurse receiving a higher base rate of pay than a currently employed nurse with the same years of experience. Each newly hired nurse receives the base rate of pay appropriate for their years of experience as identified in the contract pay tables.

**Section 3:** 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 F.

**Section 4:** 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 fifty cents ($3.50) per hour for each hour the nurse remains in this status. 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 on-call pay for all hours worked during assigned on call. Hours worked shall count towards a nurse's hours worked in a week and applied to the overtime standards set out in Article 15. Should the nurse lose regularly scheduled time due to extended on-call hours, the nurse may have the opportunity, by mutual agreement, to make up said lost time.

**Section 5:** Additional Degrees. Nurses who obtain a Bachelor of Science in Nursing degree after hire shall be moved to the appropriate title and will receive a one-time base pay increase of 2.8%. Nurses who obtain a graduate degree in nursing or field related to the practice of nursing or health care and that is not required as a condition of employment shall receive a one-time base pay increase of 2.8%. A nurse's pay will not exceed the maximum of the pay range.

**Section 6:** Shift Differential. A nurse assigned to the second or third shifts shall receive a shift differential of five dollars ($5.00) per hour in addition to the nurse's regular rate of pay. 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 7:** Charge Differential. A nurse who is assigned charge nurse responsibilities shall receive a charge differential of five dollars ($5.00) per hour for the shift. Charge differential shall be in addition to other applicable differentials or premiums, if any.

**Section 8:** 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 Medical Center 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. 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. Effective July 1, 2019, no retroactive certification pay will be granted to a nurse who does not verify that the certification has been paid.

**Section 9:** 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 five

dollars ($5.00) per hour in addition to their regular rate of pay and shift differential if appropriate. 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.

**Section 10:** 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 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 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.

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

For nurses who participate in the base health plan the following chart is illustrative of the formula used to determine the minimum contribution percentage which shall remain in effect for the duration of this Agreement.

| PERCENTAGE OF APPOINTMENT | *MINIMUM EMPLOYEE* CONTRIBUTION PERCENTAGE |
|---|---|
| 75 – 100% | 15% |
| 50 – 74% | 40% |
| Under 50% | No sponsored coverage |

**Section 2:** During the life of this Agreement the University will continue to 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:** Regular part-time nurses with appointments of 50% or more shall pay premiums in the same manner as all other regular part-time non-bargaining unit staff at the University.

**Section 5:** If the University declares an insurance premium holiday, it shall also apply to nurses covered by this Agreement.

**Section 6:** ONA may appoint one representative to the Health Plan Oversight Committee.

## 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: OSUNO Executive Board; Nurses covered by this Agreement to be selected by OSUNO; ONA Staff Representative(s); 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.

**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. In addition, the Chairperson(s) or designee(s) of the Health System Coordinating Council and the James Coordinating Council will attend Labor Management Committee meetings to discuss upcoming shared governance agenda items.

Effective staffing is a matter of mutual interest and is an important consideration related to quality patient care and staff satisfaction. The LMC will participate in the evaluation and review of each Division of Nursing's "Allocation and Management of Human Resources" policy. The LMC will

receive, at a minimum, quarterly reports from each business unit's nursing care committee, and may communicate staffing issues to the nursing care committees for evaluation and resolution.

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. The LMC shall maintain records of all existing memoranda of understanding, letters of agreement or similar agreements in the LMC minutes.

**Section 5:** The parties agree to support joint labor-management training in skills and concepts which contribute to increased labor-management understanding and cooperative relationships.

## Article 24
## MISCELLANEOUS

**Section 1:** A nurse shall have the right to review the nurse's personnel file maintained by 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 made available at no cost to members of the bargaining unit who are required to be on-call.

**Section 4:** The Hospitals will provide initial treatment for work-related illness or injuries at no charge to the nurse through the facilities of Occupational Health and Wellness or the Emergency Department in the event Occupational Health and Wellness is closed. Where treatment of work-related illness or injury may extend beyond initial treatment the Hospitals will provide such treatment at no cost to the nurse or the nurse may be referred to their own physician or another physician where the illness or injury is compensable under Workers' Compensation.

**Section 5:** All RNs 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**: Uniform Stipend. Each February, nurses covered under this agreement will receive fifty dollars ($50.00), subject to appropriate withholdings, to be used for uniform expenses. To be eligible for this stipend, a nurse must be employed by January 1.

## 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, authorize or sanction 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
## SAFETY AND HEALTH

The Medical Center shall furnish and maintain safe working conditions in the workplace.

The University shall comply with all applicable federal and Ohio state laws, investigations, rules, orders, standards, and regulations pertaining to occupational safety and health. This includes, but is not limited to, the Medical Center's obligation under Ohio Revised Code Section 4167.04.

**Section 1:** Workplace Violence

The Medical Center is committed to providing an environment that is safe, secure, and free from workplace violence. The Medical Center will maintain a workplace safety program consisting of policies and procedures and multi-modality training programs for awareness, prevention, and reporting of violence, including employee training.

Workplace violence is defined as:

- Actions that disrupt the work environment and cause a reasonable person to fear for their safety.
- Physical or aggressive conduct that results in harm to people or property.
- Possession of deadly weapons on Medical Center property.
- Use of Medical Center property or resources to engage in disruptive, threatening, or aggressive/violent behavior.
- Threats that endanger the physical safety of others or the security of property.
- The Medical Center shall post notices of zero tolerance of workplace violence to patients and visitors.

The Medical Center shall maintain resources related to workplace violence on the organization intranet including employee support resources and contact information for departments responsible for addressing incidents of workplace violence.

The Medical Center will provide trainings on workplace safety, security, prevention, de-escalation, and reaction to violence.

The Medical Center will investigate reports of workplace safety concerns, including disruptive, threatening, and/or violent behaviors.

Upon request and when operationally feasible, the Medical Center will provide security escorts for employees to University-owned parking locations.

An employee who experiences workplace violence and does not believe they are fit for duty, has the right to leave the Medical Center after a discussion with their manager or nursing supervisor. Time off directly related to an incident of workplace violence shall not count as an occurrence for the purposes of the attendance policy. Documentation may be required to support an extended leave.

**Section 2:** Committees

OSUNO shall have representation on the Ohio State University Health System Environment of Care Committee. OSUNO will select three (3) members to sit on the Committee to represent each of the ONA areas. One of these representatives will report to the Labor Management Committee quarterly.

OSUNO shall have representation within the Workplace Safety Committee structure on the Education and Communication Committee. OSUNO will select three (3) members to sit on the Committee. In the event a new subcommittee is created, the Medical Center shall provide OSUNO notice of the new subcommittee and the opportunity to request representation.

Additionally, staff are encouraged to participate in any applicable unit-specific committee related to safety and health.

The Medical Center shall report on a monthly basis at LMC a summary of security reports involving any acts of workplace violence concerning bargaining unit members.

## ARTICLE 27
## PARKING

**Section 1:** The parties agree that one ONA representative will be invited to participate on the OSUWMC/CampusParc Parking committee for the duration of this Agreement. Concerns among ONA members related to parking can be submitted to the representative and shared at the Parking committee for consideration and discussion. The ONA representative will provide a quarterly update on parking-related topics at Labor Management Committee.

The Hospitals will provide nurses with weekend and holiday garage parking access at no additional cost. Garage entrance will be provided beginning at 2:00 pm Friday through 3:00 am Monday. If

access is disrupted due to a renovations project, the Hospitals will accommodate nurses in an alternative garage.

Nurses will not be disciplined for tardiness related to a campus parking or shuttle incident validated by management.

**Section 2:** Nurses shall be eligible for parking permits on the same basis and costs as are provided to all other University employees.

Upon the 8th anniversary with the University, and thereafter, a nurse shall be eligible for an "A" parking permit. Clinical Nurse Specialists shall be eligible for an "A" parking permit.

## ARTICLE 28
## DURATION

**Section 1:** This Agreement, effective July 1, 2025 shall continue in full force and effect until midnight July 1, 2028 and thereafter from year to year unless either party gives sixty (60) days' written notice prior to July 1, 2028 or any yearly anniversary date thereafter to terminate the Agreement.

Changes in the Agreement during its term may be negotiated by the parties and must be referenced in a written accord by and between the parties.

**This agreement is approved and signed by the following:**

The Ohio Nurses Association:

Amy Pompeii RN-BC
Amy Pompeii RN-BC, OSUNO President

Catharyne Henderson BSN RN-BC

Alex Watts BSN RN PCCN

January Belcher RN-BC

Janet Corbin BSN RN CCRN

Katie Aiello BSN RN CNOR

Bret Apple II MSN RN CNL CNOR

Elizabeth DiGiannantoni BSN RN OCN CCRN

Drew Forehand BSN RN BFA

Greg Goodman BSN RN-OCN

Brian Kelly BSN RN-BC

Lukas Killian BSN RN-BC

Sarah Foraker RN

Corinne Johnson BSN RN

Sarabeth Murray BSN RN-BC

Tony Myers RN CCRN

Peg Ripley BSN RN CCRN

Jonathan Spielberger BSN, RN, CCRN-CSC-CMC, E-AEC

Brent Weaver MHA RN

Caroline Miller, Labor Representative, ONA

Kristen Bailey, Director of Labor and Organizing, ONA

The Ohio State University:

Mary K. Hall
Senior Vice President
Talent, Culture and Human Resources
Office of Human Resources

Andrew Fraley
Erika Pearsol
Shannon Thompson
Tracy Buder
Jamie Corral
Melissa Hartman
Sheila Johnson
Jillian Maitland
Emily Colaianni
Brett Hagenbuch
Natasha Luster
Johnathan Morgan
Jacob Schmitt
Dan Townsend
Julie Twilley
Molly Hanrahan
Meagan Paskins
Susan Converse
Kristie Henneman
Jaime Witschger
David Simpson
Thomas Ramey
Darius Smith
Daniel Whitehurst

## APPENDIX A
## CODE OF ETHICS AND BILL OF RIGHTS
### ANA's Code of Ethics for Nurses*

Provision 1. The nurse practices with compassion and respect for the inherent dignity, worth, and unique attributes of every person.

Provision 2. The nurse's primary commitment is to the patient, whether an individual, family, group, community, or population.

Provision 3. The nurse promotes, advocates for, and protects the rights, health, and safety of the patient.

Provision 4. The nurse has authority, accountability, and responsibility for nursing practice; makes decisions; and takes action consistent with the obligation to promote health and to provide optimal care.

Provision 5. The nurse owes the same duties to self as to others, including the responsibility to promote health and safety, preserve wholeness of character and integrity, maintain competence, and continue personal and professional growth.

Provision 6. The nurse, through individual and collective effort, establishes, maintains, and improves the ethical environment of the work setting and conditions of employment that are conducive to safe, quality health care.

Provision 7. The nurse, in all roles and settings, advances the profession through research and scholarly inquiry, professional standards development, and the generation of both nursing and health policy.

Provision 8. The nurse collaborates with other health professionals and the public to protect human rights, promote health diplomacy, and reduce health disparities.

Provision 9. The profession of nursing, collectively through its professional organizations, must articulate nursing values, maintain the integrity of the profession, and integrate principles of social justice into nursing and health policy.

## ANA's Bill of Rights for Registered Nurses*

Registered nurses promote and restore health, prevent illness, and protect the people entrusted to their care. They work to alleviate the suffering experienced by individuals, families, groups, and communities. In so doing, nurses provide services that maintain respect for human dignity and embrace the uniqueness of each patient and the nature of his or her health problems, without restriction with regard to social or economic status. To maximize the contributions nurses make to society, it is necessary to protect the dignity and autonomy of nurses in the workplace. To that end, the following rights must be afforded:

1. Nurses have the right to practice in a manner that fulfills their obligations to society and to those who receive nursing care.
2. Nurses have the right to practice in environments that allow them to act in accordance with professional standards and legally authorized scopes of practice.
3. Nurses have the right to a work environment that supports and facilitates ethical practice, in accordance with the Code of Ethics for Nurses with Interpretive Statements.
4. Nurses have the right to freely and openly advocate for themselves and their patients, without fear of retribution.
5. Nurses have the right to fair compensation for their work, consistent with their knowledge, experience and professional responsibilities.
6. Nurses have the right to a work environment that is safe for themselves and for their patients.
7. Nurses have the right to negotiate the conditions of their employment, either as individuals or collectively, in all practice settings.

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

**APPENDIX B**
**THE OHIO STATE UNIVERSITY HOSPITALS**
**NURSING PAY RANGES**

| | **Staff Nurse A** | **Staff Nurse B** | **Staff Nurse G** |
|---|---|---|---|
| 9/1/2025 | $32.87 - $50.00 | $33.79 - $51.40 | $34.74 - $52.84 |
| 9/1/2026 | $33.53 - $50.30 | $34.47 - $51.71 | $35.43 - $53.16 |
| 9/1/2027 | $34.20 - $51.30 | $35.16 - $52.74 | $36.14 - $54.21 |

| | **Staff Nurse A Float** | **Staff Nurse B Float** | **Staff Nurse G Float** |
|---|---|---|---|
| 9/1/2025 | $36.16 - $55.00 | $37.17 - $56.54 | $38.21 - $58.12 |
| 9/1/2026 | $36.88 - $55.33 | $37.91 - $56.88 | $38.97 - $58.47 |
| 9/1/2027 | $37.62 - $56.43 | $38.67 - $58.01 | $39.75 - $59.63 |

| | **Clinic Nurse A** | **Clinic Nurse B** | **Clinic Nurse G** |
|---|---|---|---|
| 9/1/2025 | $30.91 - $48.57 | $31.78 - $49.97 | $32.67 - $51.42 |
| 9/1/2026 | $31.53 - $48.87 | $32.41 - $50.24 | $33.32 - $51.65 |
| 9/1/2027 | $32.16 - $49.53 | $33.06 - $50.92 | $33.98 - $52.34 |

| | **Clinical Nurse Specialist** | **Clinical Nurse Specialist G** |
|---|---|---|
| 9/1/2025 | $43.51 - $67.36 | $44.73 - $69.25 |
| 9/1/2026 | $45.93 - $68.89 | $47.22 - $70.82 |
| 9/1/2027 | $46.85 - $70.28 | $48.16 - $72.25 |

| | **Nursing Staff Dev. Coord.** | **Nursing Staff Dev. Coord. G** |
|---|---|---|
| 9/1/2025 | $34.31 - $53.19 | $35.27 - $54.68 |
| 9/1/2026 | $35.00 - $53.32 | $35.98 - $54.81 |
| 9/1/2027 | $35.70 - $53.56 | $36.70 - $55.06 |

| | **Enterostomal Coord / PICC Nurse** |
|---|---|
| 9/1/2025 | $38.39 - $57.59 |
| 9/1/2026 | $39.16 - $58.74 |
| 9/1/2027 | $39.94 - $59.91 |

| | **Enterostomal Coord / PICC Nurse G** |
|---|---|
| 9/1/2025 | $39.46 - $59.20 |
| 9/1/2026 | $40.25 - $60.38 |
| 9/1/2027 | $41.06 - $61.59 |

**APPENDIX C**
**Equivalent OSU Experience Chart**
**For New Hires**
**Hired after the effective date of this agreement**

| **Experience Equivalency** | **Credit** |
|---|---|
| Hospital or ambulatory setting (affiliated with a hospital) | 100% |
| OSUWMC nursing | 100% |
| Traveling nurse in a hospital setting | 100% |
| Nursing faculty, staff development, and administrative* | 100% |
| Skilled nursing (home health or extended care facility) | 100% |
| All other nursing home or home health | 100% |
| Other RN roles in non-acute setting | 100% |
| All active duty RN military service | 100% |
| Licensed RN employed in a non-RN role supporting nursing operations in health care settings, Licensed Allied Health Professional, Surgical Technologist, or LPN | 75% |
| All other military service | 50% |
| Patient Care Associate, Medical Assistant, Cardiovascular Technician, Psychiatric Care Technician, Emergency Medical Technician, Physical Therapy Assistant, or Occupational Therapy Assistant | 50% |

*This includes titles responsible for the supervision of nurses involved in direct patient care.

| **Experience Weighting**** | **Credit** |
|---|---|
| All OSU experience | 100% |
| Full-Time (>= 75% FTE) | 100% |
| Part-Time (< 75% FTE) | 50% |
| Contingent/Casual | 50% |
| All reserve/national guard | 25% |

**Experience over 100% FTE is not counted.

Non-RN military service will receive up to a maximum of two (2) years credit.

Patient Care Associate, Medical Assistant, Cardiovascular Technician, Psychiatric Care Technician, Emergency Medical Technician, Physical Therapy Assistant, or Occupational Therapy Assistant will receive up to a maximum of two (2) years credit.

Licensed RN employed in a non-RN role supporting nursing operations in health care settings, Licensed Allied Health Professional, LPN, and surgical technologist roles will receive up to a maximum of five (5) years credit.

## APPENDIX D
## 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 and IRP – Float nurses shall be paid hourly rates equivalent to a Staff Nurse B or Staff Nurse B – Float with thirteen (13) years of credited experience in the New Hire Wage Charts.

IRP nurses shall be eligible for Preceptor Pay in Article 6. IRP nurses shall be eligible for all premium pay rates and differentials in Article 21 Sections 6, 7, and 9.

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.

IRP shall accrue bargaining unit seniority at the rate of one (1) year for every 1040 hours worked per fiscal year. Said accrual shall begin on July 1, 2005. Said bargaining unit seniority shall only be activated if an IRP nurse takes a position set forth in Article 1, Section 4 of this Agreement. An IRP nurse with a break in service more than twelve (12) months will forfeit their accrued seniority. While a nurse serves in an IRP role, their IRP seniority (defined as frozen seniority date) shall be considered only amongst other IRP nurses for purposes of scheduling. Any frozen bargaining unit seniority shall not be considered in determining scheduled hours.

**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 Thanksgiving, Christmas or New Year's dates. 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 their assigned unit and shift by an IRP nurse. IRP nurses will be floated 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 eligible to be placed in an on-call status. Any IRP nurse placed in an on-call status shall receive the on-call pay rate as defined in Article 21, Section 4 for each hour the IRP nurse remains in this status. If the IRP nurse is "called in" to work, the IRP nurse will receive a minimum of four (4) hours paid at the applicable rate. The IRP nurse shall report to the unit in the timeframe defined by the established department procedures used for all other nurses working on-call. IRP nurses shall continue to receive on-call pay for all hours worked during assigned on-call.

It is not the intent to schedule an IRP nurse in an on-call status to displace a regular staff nurse's schedule request. An IRP nurse who signs up for an on-call shift shall not displace a regular staff nurse who signs up for the on-call shift.

The scheduling of IRP nurses for on-call is at the discretion of management based on operational needs.

This section does not alter the process established for cancellation of scheduled extra hours for a shift as delineated in Article 14, Section 3.

**Section 13:** IRP nurses will be subject to Article 3 and Article 12 of The Ohio State University/Ohio Nurses Association Agreement and all other pertinent Articles where referenced.

**Section 14:** 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 E
## 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 5 (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. A nurse so assigned should be oriented to their float assignment and must be competent to safely staff such unit.

6. The parties recognize the need for an orientee to have a consistent preceptor, and it serves both parties' interests for the orientee to successfully complete orientation and contribute to staffing. When operationally feasible, when a Float Pool Nurse is pre-assigned to a unit to precept a Float Pool Nurse, and there is a need to downsize, the unit-based staff nurse in regular hours will float first in inverse order of seniority on a rotational basis.

The parties agree that Float Pool Nurses will be covered by all provisions of the Collective Bargaining Agreement.

## APPENDIX F
## 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 ANA Code for Nurses.

## SIDE LETTER ON SCHEDULING

In an effort to promote collaborative discussion and obtain staff feedback related to consistent scheduling guidelines, a task force shall be established. The purpose of the task force will be to:

1. Evaluate current nursing unit scheduling practices and guidelines, which includes vacation scheduling.
2. Produce consistent scheduling guidelines for nursing units. Guidelines shall not conflict with this Agreement.

   Scheduling guidelines will be subject to ONA and OSU approval through the Labor Management Committee (LMC). In the event a guideline is found to be in violation of this Agreement, the guideline will be modified to comply with this Agreement or eliminated. Guidelines agreed to by the parties will be reviewed within ninety (90) days of the effective date of this Agreement but do not need to be re-submitted for approval by LMC unless either party wants to discontinue or modify the guideline.

3. Implement staff nurse scheduling representative, including training and education.
   a. The nurse scheduling representative will be allotted up to a total of eight (8) hours per four-week schedule for units with less than seventy-five (75) nurses and the nurse scheduling representative will be allotted up to a total of sixteen (16) hours per four-week schedule for units with seventy-five (75) or more nurses and will be directly involved in the scheduling process.
   b. With prior approval from the nurse's manager, if scheduling duties under this section cannot be completed during a nurse's scheduled shift, the nurse may work remotely to complete their scheduling duties and shall accurately report the hours worked.
   c. The nurse scheduling representative for each unit will be anonymously elected by a majority of the unit's nurses who vote ULC. The ULC will conduct the election. The scheduling representative position will be a two (2) year commitment and will be up for reelection coinciding with the fiscal year calendar (July 1st – June 30th).
4. Establish scheduling outcome metrics to evaluate task force work.
5. Create a communication plan about the above.

The task force shall be co-chaired by a member of OSUNO and a member of Nursing Administration. Participants shall consist of up to three (3) attendees from OSUNO, three (3) ULC nurse scheduling representatives, and three (3) attendees from Nursing Administration, as well as assigned ONA Labor Relations Specialist(s) and the Director of Employee and Labor Relations, or designee. The task force may bring in non- participants who have information or resources which could assist in the resolution of agenda items. Monthly meetings will be scheduled and cancelled by mutual agreement. The task force will provide regular updates to LMC and to the nurse staffing committees.

## SIDE LETTER ON STAFFING

**Section 1 - Staffing:** The Hospitals and ONA agree that quality patient care is the parties' most important priority and staffing levels should permit the delivery of safe, transformative patient care. The Hospitals' staffing plans shall provide that at all times during each shift within each unit of the hospital, and with an appropriate complement of ancillary and support staff, a direct care registered nurse may be assigned to not more than the following number of patients in that unit:

| **Minimum Staffing Levels (RN:Patient)** | |
|---|---|
| Acute Care Medical-Surgical | 1:4 |
| Progressive Care | 1:3 |
| Blended Acuity (PCU/Medical-Surgical) | 1:3 |
| Critical Care/ICU | 1:1-2 |
| Blended Acuity (ICU/PCU) | 1:2 |
| ED | |
| • Active Trauma/Arrest/Resuscitation/Violent | 2:1 |
| • Trauma (non active status)/Critical Care | 1:1-2 |
| • Emergent | 1:3 |
| • Non-Emergent | 1:4 |
| • Psychiatry | 1:4-5 |
| OR | 1:1 |
| PACU | 1:1-2 |
| Labor & Delivery***** | 1:1-2 |
| • OB ED* | 1:1-3 |
| Antepartum***** | 1:3 |
| Postpartum* | 1:3 couplets |
| Neonatal***** | |
| • Intensive Care | 1:1-2 |
| • Intermediate Care | 1:2-3 |
| • Continuing Care | 1:3-4 |
| Rehabilitation | 1:4-5 |
| Acute Psychiatric | 1:4-6 |
| Outpatient Infusion | 1:3 |

*OSUWMC will follow AWHONN staffing guidelines.

Staffing levels as stated above may increase or decrease within a unit, within a shift, or overall depending on changes in patient volume and/or acuity, emergencies, unforeseen events, and/or unanticipated changes in staff resources. For any deviation from the above, the Hospitals must demonstrate that prompt and diligent efforts were made to maintain required staffing levels.

The parties also agree that the health care delivery model is evolving and significant changes in health care policy, legislation, value-based care, and/or technological advances could necessitate staffing changes. In the event of such changes, the parties recognize that staffing levels may change

and the parties will work together to effectuate such necessary changes through established Staffing Committees in Section 5 below.

A registered nurse shall not be included in the calculation of the direct care registered nurse-to-patient ratio unless that nurse has a current and active direct patient care assignment and provides direct patient care in compliance with the requirements of this section, including competency requirements. The exemption in this subsection shall apply only during the hours in which the individual registered nurse has the principal responsibility of providing direct patient care and has no additional job duties as would a direct care registered nurse.

The parties agree that patient care needs and safety are the primary drivers when creating assignments. It is not the intent of the Hospitals to require a Charge Nurse to take a patient assignment. The Charge Nurse will follow the Charge Nurse Assignment Guide prior to taking a patient assignment. The parties agree that the Charge Nurse Assignment Guide will be reviewed by the scheduling taskforce in accordance with the Side Letter on Scheduling within ninety (90) days of the effective date of this agreement. The parties acknowledge that the clinical judgment of both the Charge Nurse and the management team are vital to deciding whether a Charge Nurse can safely take a patient assignment**.**

**Section 2 - Acuity:** Patients shall be cared for only on units or patient care areas where the direct care registered nurse-to-patient ratios meet the level of intensity, type of care, and the individual requirements and needs of each patient. Units that provide adjustable acuity or have mixed patient populations (i.e. PCU and Med/Surg patients or ICU and PCU patients on the same unit) shall apply the direct care registered nurse-to-patient ratios based on the category of the patient.

The Hospital's staffing plan, including methods used to create and evaluate acuity-level staffing shall be presented and adopted by the Hospital's Staffing Committee.

**Section 3 - Competencies:** The Hospitals shall ensure that only a direct care registered nurse who has demonstrated current competence in providing care on a particular unit patient assignment and has also received orientation to that unit sufficient to provide competent care to patients in that unit. The Hospitals shall ensure that only a direct care registered nurse with said competencies may relieve another direct care registered nurse during breaks, meals, and other routine, expected absences from a hospital unit.

**Section 4 - Emergency Exemption:** In the event of a campus-wide emergency, such as a Code Yellow, the requirements established under this subsection shall not apply if the Hospitals are requested or expected to provide an exceptional level of emergency or other medical services. If the Hospitals seek to apply the exemption under this paragraph in response to a complaint filed against the Hospitals for a violation of the provisions of this title, the Hospitals must demonstrate that prompt and diligent efforts were made to maintain required staffing levels.

**Section 5 – Staffing Committees:** The Hospital's staffing plan, including methods used to create and evaluate acuity-level staffing shall be presented and adopted by the Hospital's Staffing Committees.

In addition to other responsibilities, the Staffing Committees will be responsible for:

1. Developing, reviewing, evaluating, and implementing hospital wide nurse staffing plans, including acuity-based and ratio guidelines; and

2. Reviewing and proposing updates to the Allocation of Management of Human Resources (Nursing) policy and provide recommendations to the senior nursing leadership councils; this policy update will include a staffing variance report process; and

3. Providing education on topics such as benchmarks and policy, including the National Database of Nursing Quality Indicators (NDNQI).

ONA shall have the right to appoint one (1) Registered Nurse employed in the James to the James Staffing Committee and one (1) Registered Nurse employed in University Hospitals to the University Hospitals Staffing Committee. During the life of the Agreement, the Hospitals shall not substantially alter the composition of the Hospital Staffing Committees unless by mutual agreement between ONA and the Hospitals. The Staffing Committees will keep and distribute meeting minutes and will provide regular updates to LMC.

The Hospitals will create one Outpatient Staffing Committee for each of the UH and James. These committees shall serve an equivalent function as the existing UH and James Staffing Committees and shall be staffed with UH and James outpatient nurses respectively. ONA shall have the right to appoint one (1) Registered Nurse employed in the James to the James Outpatient Staffing Committee and one (1) Registered Nurse employed in University Hospitals to the University Hospitals Outpatient Staffing Committee.

Any staffing plan or method used to create and evaluate acuity-level and adopted by the Hospitals under this section shall be transparent in all respects, including disclosure of detailed documentation of the methodology used to determine nursing staffing, identifying each factor, assumption, and value used in applying such methodology.

**Section 6 - Posting Requirements:** Staffing guidelines shall be electronically accessible to all nurses.

**Side Letter on Operational Excellence Workgroup – Extra Hours Review**

In an effort to promote collaborative discussions regarding the cancellation of extra hours, the Hospitals agree to establish an Operational Excellence Workgroup. The purpose of this workgroup shall be to:

- Review the process for posting extra hours;
- Analyze patterns of extra hour cancellations; and
- Develop joint recommendations for operational improvements that mutually benefit both the Hospitals and the nursing staff.

The workgroup shall be composed of representatives from both the Hospital and the Union and will meet regularly, no less than quarterly, unless otherwise agreed by the parties. The workgroup shall meet within ninety (90) days of ratification of the Agreement. Recommendations from the workgroup shall be advisory in nature but will be given good-faith consideration by both parties. The workgroup will provide regular updates to LMC.

**MEMORANDUM OF UNDERSTANDING**
**MEDIATION PROGRAM**

This Memorandum of Understanding is made and entered into the 1st day of July 2007, by and between the Ohio Nurses Association ("ONA") and The Ohio State University. This agreement supersedes any previous agreement executed by the parties regarding this subject. By executing this document the parties agree that:

1. Members of the ONA employed by the University and its Medical Center may avail themselves to the current mediation program co-sponsored by the Office of Human Resources and Academic Affairs. The parties recognize that participation in the mediation program is strictly voluntary and any information provided by members will be kept confidential to the extent allowable by law.

2. Members of the ONA who agree to participate in the mediation program will be required to sign an agreement form which outlines the responsibilities of the parties and the mediator. All procedures and protocols of the mediation program shall apply to members of the ONA the same as all other employees of the University.

3. No issue shall be mediated which involves interpreting the current collective bargaining agreement between the ONA and the University. The Mediation Coordinator will inform any party who attempts to bring such matters to mediation that the issue is not eligible for mediation and direct the party to contact an ONA steward.

4. Members of the ONA may request to have an ONA steward or officer present during the mediation process. Such requests will not be unreasonably denied. Stewards and officers involved in the mediation process will be subject to all procedures and protocols of the mediation program the same as all other employees of the University.

**MEMORANDUM OF UNDERSTANDING**
**PATIENT DEMAND INCENTIVE PROGRAM**

This Memorandum of Understanding (hereafter referred to as "MOU") is entered into by the Ohio State University Nurses Association (hereafter referred to as "Union") and The Ohio State University Wexner Medical Center (hereafter referred to as "Employer"). The purpose of this is to establish a patient demand incentive program pursuant to Article 15 Section 6 of the Collective Bargaining Agreement (hereafter referred to as "CBA") between the Union and the Employer. The Hospitals, may, with the agreement of ONA, implement incentives offered to bargaining unit nurses (hereafter referred to as "Nurses") working voluntary extra hours.

**By executing this document, the parties agree that:**

1. The patient demand incentive program is intended to encourage nurses to work additional hours to help staffing shortages when all of the following criteria are met. In order to meet staffing demands the hospitals may offer the following incentive options:

    a. Schedule Build – anticipated resource need incentive, units that meet the 20% functional vacancy.

        i. Functional vacancy shall mean the number of nursing staff available (less known vacation, sick, holiday, nurses in orientation and FML) to care for patients on a given unit divided by the number of required nurses needed to provide direct patient care.

        ii. The Administrator for Nursing Operations (i.e., CNO, ACNO) approves the initiation of the schedule build incentive to meet the required staffing pattern in a particular nursing or business unit. The schedule build incentive shall be clearly communicated to staff prior to request window.

        iii. Nurses, with the correct competency, who voluntarily pick up an additional 4-hour block of extra hours will be paid $160 for each 4-hour block (amount to be prorated for procedure and/or outpatient units $40.00/hr). Nurses who are scheduled to work an incentive shift but do not work shall not receive the incentive pay.

        iv. Posting/approving of schedule build incentive hours shall be done pursuant to Article 14 Section 2 "Post-schedule build – Unassigned hours process" of the CBA. Nurses may pick up schedule build incentive hours up to seventy-two (72) hours prior to the start of the shift. Vacancies that remain unfilled at that time shall be subject to the in-the-moment incentive program.

    b. In-the-moment - unanticipated resource need incentive.

        i. The in-the-moment incentive will be offered prior to the mandation of extra hours. Nurses who do not volunteer for an incentive shift and are subsequently mandated,

would not receive the in the moment incentive pay. Nurse Manager, Assistant Nurse Manager or Administrative Nursing Supervisor can authorize the use of the in- the-moment incentive.

ii. The in the moment incentive will be offered anytime within seventy- two (72) hours of anticipated need. There shall be at least a thirty (30) minute window for nurses to respond. At the end of this period of time, opportunities will be granted by seniority. If there is still a need for additional staff on the unit, opportunities will be awarded on a first come first serve basis. Nursing leadership should make a reasonable effort to project staffing seventy-two (72) hours in advance, and offer incentive if anticipated needs are expected.

iii. Any bargaining unit RN, with the correct competency, who voluntarily picks up hours for the in-the-moment incentive, will be paid an additional $128 for each 4 hour block of extra hours worked in an in-patient unit and $32 for each 1 hour block of extra hours worked in an outpatient/procedural unit.

iv. The in the moment incentive program is not intended to supplement regular monthly scheduling procedures. Rather, the program is intended to be used in "the moment" to cover unexpected situations where previously scheduled hours go uncovered for unforeseen reasons.

2. The following criteria would apply to all the incentive programs above:

a. Nursing leadership shall follow all applicable ONA contract language, to include offering the incentive by seniority, to the Nurse(s) who voluntarily picks up the shift at the time of the need.

b. All incentive hours worked are eligible for all applicable differentials.

c. Incentive pay hours shall be designated as and considered “extra hours” as outlined in Article 14 Section 3 of the CBA and will be cancelled by the Employer in accordance with Article 14 Section 3 of the CBA in inverse seniority. Incentive pay will not be paid in the event of a cancellation prior to the start of the extra hours. Once the nurse begins working the extra hours the hospitals shall guarantee that the nurse receives the full incentive pay amount for the unit.

d. Nurses will only be eligible to work assignments approved under the program for which they possess the requisite competency, and only after they have worked their full FTE complement for the pay period. Pre-approved vacation will count towards hours worked.

i. A nurse who calls off regular hours shall not be eligible for incentive pay for hours equal to the number of regular hours called off. (For example, a nurse who works 16 hours of incentive pay but calls off 8 regular hours shall forfeit 8 hours of incentive pay.)

ii. Pre-scheduled FMLA, pre-scheduled sick leave, or leave as an accommodation submitted prior to the closure of a given scheduling period shall count toward meeting a nurse's FTE complement. For the purposes of earned IP bonus cancellation specifically, FML usage (either pre-scheduled in the future or intermittent usage) or leave as an accommodation should not be used to cancel earned IP bonus hour-for-hour.

iii. Approved bereavement, jury duty, military leave, workers' compensation and leave associated with a documented workplace injury shall count toward meeting a nurse's FTE complement.

iv. Hours not worked at the direction of the employer related to an infectious disease exposure at work that requires quarantine shall count toward meeting a nurse's FTE complement.

v. Hours missed due to an adverse reaction to a COVID vaccine shot shall not disqualify a nurse from receiving incentive pay.

vi. Hours missed due to COVID related symptoms/illness shall not disqualify a nurse from receiving incentive pay provided a COVID test is administered.

e. Nurses may volunteer to work an incentive assignment outside of their home unit in accordance with No. 1 above if:

i. The staffing needs are met in the nurse's home unit.

ii. The nurse's home unit staffing levels are not negatively impacted.

f. Approval to work incentive pay shifts outside of a home unit shall not be unreasonably withheld.

g. Nurses mandated to be in an on-call status shall be eligible for incentive pay for the hours the nurse actually works during the on-call period at a rate of $25 per hour worked. The incentive pay for these hours is in addition to any other compensation the nurse may be entitled to because of being placed in an on-call status or working on-call hours.

h. Notwithstanding Appendix D of the Collective Bargaining Agreement between the Union and the Employer, IRP nurses are eligible to pick up assignments designated as incentive pay and would be eligible for the incentive pay only after they are scheduled to work at least thirty-two (32) hours per 4-week schedule period per contract**.** Cancellation by the hospitals of the regularly scheduled IRP hours would not disqualify them from receiving the incentive pay.

i. This MOU comprises the full and complete agreement between the parties with respect to the matters addressed herein. This Agreement will remain in full force and

effect until September 30, 2026, or until otherwise modified by mutual agreement between the parties. Sixty days prior to the expiration, the parties agree to meet and discuss the utilization and effectiveness of the program.

j. This MOU supersedes any previous agreements executed by the parties regarding this subject.

k. This MOU does not establish a precedent for how similar matters will be addressed in the future.

**MEMORANDUM OF UNDERSTANDING**
**ACCESS AND BULLETIN BOARDS**

In consideration of the mutual understandings and obligations herein, therefore, the Parties hereby mutually agree as follows:

1. ONA/OSUNO agrees that the "reasonable notice" required under Article 4, Section 1 of the collective bargaining agreement between the Parties (the "CBA") shall be directed to the Senior Director of Employee and Labor Relations, the Employee and Labor Relations Senior Consultant, the Director of Employee and Labor Relations, or designee.

2. "Reasonable notice" must allow for time off associated with holidays (as specified in Article 19 of the CBA), vacations, or similar periods of unavailability.

3. The Parties agree that the list of bulletin boards maintained on the Hospitals' intranet are the boards that are available as of the Effective Date for the ONA/OSUNO postings described in Article 4, Section 3 of the CBA. ONA/OSUNO shall have the right to post the reviewed material on the list of bulletin boards maintained on the intranet, and other bulletin boards designated for Hospital employee use.

4. Upon reviewing and initialing a proposed posting pursuant to Article 4, Section 3, the Hospital will notify security as to when ONA/OSUNO will be posting. ONA and OSUNO agree to comply with applicable Hospital policies and procedures regarding bulletin board postings.

5. On and after the Effective Date, the Parties agree that any concerns regarding bulletin board use or access, or any proposals to modify the list of bulletin boards maintained on the Hospitals' intranet to add or remove bulletin boards, shall be resolved in the following fashion. Any Party may give to the other Parties written notice of its concern. If the notice is from the ONA/OSUNO, it shall be directed to the Hospital's Administrator of Human Resources. If the notice is from the Hospital, it shall be directed to the ONA's staff representative and the President of OSUNO. Within a reasonable period of time following receipt of that notice, the Parties, by their designated representatives, will meet to discuss the concern identified in the notice and work to find a mutually acceptable solution thereof. If a resolution cannot be achieved within thirty (30) days after the written notice of a concern, a Party may submit the dispute to the grievance procedures found in Article 12 of the CBA.

6. OSUWMC will remind nurse managers of Hospital policy regarding solicitation and distribution of literature and posting of materials on bulletin boards. Nurse managers will also be reminded to uniformly police bulletin boards found in patient care areas to ensure that only Hospital-approved postings are placed on such boards and that all non-Hospital-approved postings are treated the same.

7. Nothing contained in this MOU will be deemed to alter or limit any of the rights that any Party has under the CBA and ORC 4117.

8. The Hospital shall keep an updated list of all Hospital employee bulletin boards on the intranet.

9. This MOU will be in full force and effect until the expiration of the current collective bargaining agreement, July 1, 2028.

**NEW HIRE WAGE CHARTS**

*Pay rates effective 9-1-2025*

| Years of Credited Exp. | Staff Nurse A | Staff Nurse B | Staff Nurse G | Clinic Nurse A | Clinic Nurse B | Clinic Nurse G |
|---|---|---|---|---|---|---|
| **New Grad** | $32.87 | $33.79 | $34.74 | $30.91 | $31.78 | $32.67 |
| **1** | $33.69 | $34.64 | $35.60 | $31.68 | $32.57 | $33.48 |
| **2** | $34.37 | $35.33 | $36.32 | $32.47 | $33.38 | $34.32 |
| **3** | $35.05 | $36.03 | $37.04 | $33.12 | $34.05 | $35.01 |
| **4** | $35.75 | $36.76 | $37.78 | $33.79 | $34.73 | $35.71 |
| **5** | $36.47 | $37.49 | $38.54 | $34.46 | $35.43 | $36.42 |
| **6** | $37.20 | $38.24 | $39.31 | $35.15 | $36.14 | $37.15 |
| **7** | $37.76 | $38.81 | $39.90 | $35.85 | $36.86 | $37.89 |
| **8** | $38.32 | $39.40 | $40.50 | $36.57 | $37.60 | $38.65 |
| **9** | $38.90 | $39.99 | $41.11 | $37.30 | $38.35 | $39.42 |
| **10** | $39.48 | $40.59 | $41.72 | $38.05 | $39.11 | $40.21 |
| **11** | $40.07 | $41.20 | $42.35 | $38.62 | $39.70 | $40.81 |
| **12** | $40.67 | $41.81 | $42.98 | $39.20 | $40.30 | $41.43 |
| **13** | $41.28 | $42.44 | $43.63 | $39.79 | $40.90 | $42.05 |
| **14** | $41.90 | $43.08 | $44.28 | $40.38 | $41.52 | $42.68 |
| **15** | $42.53 | $43.72 | $44.95 | $40.99 | $42.14 | $43.32 |
| **16** | $43.17 | $44.38 | $45.62 | $41.60 | $42.77 | $43.97 |
| **17** | $43.82 | $45.04 | $46.31 | $42.23 | $43.41 | $44.63 |
| **18** | $44.48 | $45.72 | $47.00 | $42.97 | $44.17 | $45.41 |
| **19** | $45.14 | $46.41 | $47.71 | $44.04 | $45.28 | $46.54 |
| **20** | $45.86 | $47.15 | $48.47 | $45.14 | $46.41 | $47.71 |
| **21 & Up** | $46.78 | $48.09 | $49.44 | $46.05 | $47.34 | $48.66 |
| **Max** | $50.00 | $51.40 | $52.84 | $48.57 | $49.97 | $51.42 |

Nurses at 21 & Up years of credited experience will receive a 3.5% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2025*

| Years of Credited Exp. | Staff Nurse A Float | Staff Nurse B Float | Staff Nurse G Float | Enterostomal/PICC | Enterostomal/PICC G |
|---|---|---|---|---|---|
| **New Grad** | $36.16 | $37.17 | $38.21 | $38.39 | $39.46 |
| **1** | $37.06 | $38.10 | $39.17 | $39.16 | $40.25 |
| **2** | $37.80 | $38.86 | $39.95 | $39.94 | $41.06 |
| **3** | $38.56 | $39.64 | $40.75 | $40.74 | $41.88 |
| **4** | $39.33 | $40.43 | $41.56 | $41.55 | $42.72 |
| **5** | $40.12 | $41.24 | $42.39 | $42.39 | $43.57 |
| **6** | $40.92 | $42.06 | $43.24 | $43.23 | $44.44 |
| **7** | $41.53 | $42.69 | $43.89 | $43.88 | $45.11 |
| **8** | $42.16 | $43.34 | $44.55 | $44.54 | $45.79 |
| **9** | $42.79 | $43.99 | $45.22 | $45.21 | $46.47 |
| **10** | $43.43 | $44.65 | $45.90 | $45.89 | $47.17 |
| **11** | $44.08 | $45.31 | $46.58 | $46.57 | $47.88 |
| **12** | $44.74 | $45.99 | $47.28 | $47.27 | $48.60 |
| **13** | $45.41 | $46.68 | $47.99 | $47.98 | $49.33 |
| **14** | $46.09 | $47.38 | $48.71 | $48.70 | $50.07 |
| **15** | $46.79 | $48.10 | $49.44 | $49.43 | $50.82 |
| **16** | $47.49 | $48.82 | $50.18 | $50.17 | $51.58 |
| **17** | $48.20 | $49.55 | $50.94 | $50.93 | $52.35 |
| **18** | $48.92 | $50.29 | $51.70 | $51.69 | $53.14 |
| **19** | $49.66 | $51.05 | $52.48 | $52.47 | $53.94 |
| **20** | $50.45 | $51.86 | $53.32 | $53.25 | $54.74 |
| **21 & Up** | $51.46 | $52.90 | $54.38 | $54.18 | $55.70 |
| **Max** | $55.00 | $56.54 | $58.12 | $57.59 | $59.20 |

Nurses at 21 & Up years of credited experience will receive a 3.5% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2025*

| Years of Credited Exp. | Clinical Nurse Specialist | Clinical Nurse Specialist G | Nursing Staff Development Coordinator | Nursing Staff Development Coordinator G |
|---|---|---|---|---|
| **New Grad** | $43.51 | $44.73 | $34.31 | $35.27 |
| **1** | $44.38 | $45.62 | $35.17 | $36.15 |
| **2** | $45.27 | $46.54 | $36.05 | $37.06 |
| **3** | $46.17 | $47.47 | $36.95 | $37.98 |
| **4** | $47.10 | $48.42 | $37.87 | $38.93 |
| **5** | $48.04 | $49.38 | $38.82 | $39.91 |
| **6** | $49.00 | $50.37 | $39.69 | $40.80 |
| **7** | $49.98 | $51.38 | $40.49 | $41.62 |
| **8** | $50.98 | $52.41 | $41.30 | $42.45 |
| **9** | $52.00 | $53.45 | $42.12 | $43.30 |
| **10** | $53.04 | $54.52 | $42.96 | $44.17 |
| **11** | $54.10 | $55.61 | $43.82 | $45.05 |
| **12** | $55.18 | $56.73 | $44.70 | $45.95 |
| **13** | $56.28 | $57.86 | $45.59 | $46.87 |
| **14** | $57.41 | $59.02 | $46.51 | $47.81 |
| **15** | $58.56 | $60.20 | $47.44 | $48.76 |
| **16** | $59.73 | $61.40 | $48.38 | $49.74 |
| **17** | $60.63 | $62.32 | $49.35 | $50.73 |
| **18** | $61.54 | $63.26 | $50.34 | $51.75 |
| **19** | $62.46 | $64.21 | $51.35 | $52.78 |
| **20 & Up** | $63.40 | $65.18 | $52.37 | $53.84 |
| **Max** | $67.36 | $69.25 | $53.19 | $54.68 |

Nurses at 20 & Up years of credited experience will receive a 3.5% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2026*

| Years of Credited Exp. | Staff Nurse A | Staff Nurse B | Staff Nurse G | Clinic Nurse A | Clinic Nurse B | Clinic Nurse G |
|---|---|---|---|---|---|---|
| **New Grad** | $33.53 | $34.47 | $35.43 | $31.53 | $32.41 | $33.32 |
| **1** | $34.37 | $35.33 | $36.32 | $32.32 | $33.22 | $34.15 |
| **2** | $35.05 | $36.03 | $37.04 | $33.12 | $34.05 | $35.01 |
| **3** | $35.75 | $36.76 | $37.78 | $33.95 | $34.90 | $35.88 |
| **4** | $36.47 | $37.49 | $38.54 | $34.63 | $35.60 | $36.60 |
| **5** | $37.20 | $38.24 | $39.31 | $35.32 | $36.31 | $37.33 |
| **6** | $37.94 | $39.00 | $40.10 | $36.03 | $37.04 | $38.08 |
| **7** | $38.70 | $39.78 | $40.90 | $36.75 | $37.78 | $38.84 |
| **8** | $39.48 | $40.58 | $41.72 | $37.49 | $38.54 | $39.61 |
| **9** | $40.26 | $41.39 | $42.55 | $38.24 | $39.31 | $40.41 |
| **10** | $41.07 | $42.22 | $43.40 | $39.00 | $40.09 | $41.22 |
| **11** | $41.89 | $43.06 | $44.27 | $39.78 | $40.89 | $42.04 |
| **12** | $42.52 | $43.71 | $44.93 | $40.58 | $41.71 | $42.88 |
| **13** | $43.16 | $44.37 | $45.61 | $41.29 | $42.44 | $43.63 |
| **14** | $43.80 | $45.03 | $46.29 | $41.91 | $43.08 | $44.29 |
| **15** | $44.46 | $45.71 | $46.99 | $42.53 | $43.73 | $44.95 |
| **16** | $44.95 | $46.21 | $47.50 | $43.17 | $44.38 | $45.62 |
| **17** | $45.40 | $46.67 | $47.98 | $43.82 | $45.05 | $46.31 |
| **18** | $45.85 | $47.14 | $48.46 | $44.48 | $45.72 | $47.00 |
| **19** | $46.31 | $47.61 | $48.94 | $45.14 | $46.41 | $47.71 |
| **20** | $46.78 | $48.09 | $49.43 | $45.82 | $47.10 | $48.42 |
| **21 & Up** | $47.24 | $48.57 | $49.93 | $46.51 | $47.81 | $49.15 |
| **Max** | $50.30 | $51.71 | $53.16 | $48.87 | $50.24 | $51.65 |

Nurses at 21 & Up years of credited experience will receive a 3.0% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2026*

| Years of Credited Exp. | Staff Nurse A Float | Staff Nurse B Float | Staff Nurse G Float | Enterostomal/PICC | Enterostomal/PICC G |
|---|---|---|---|---|---|
| **New Grad** | $36.88 | $37.91 | $38.97 | $39.16 | $40.25 |
| **1** | $37.80 | $38.86 | $39.95 | $40.14 | $41.26 |
| **2** | $38.56 | $39.64 | $40.75 | $41.14 | $42.29 |
| **3** | $39.33 | $40.43 | $41.56 | $42.17 | $43.35 |
| **4** | $40.12 | $41.24 | $42.39 | $43.01 | $44.22 |
| **5** | $40.92 | $42.06 | $43.24 | $43.87 | $45.10 |
| **6** | $41.74 | $42.91 | $44.11 | $44.75 | $46.00 |
| **7** | $42.57 | $43.76 | $44.99 | $45.64 | $46.92 |
| **8** | $43.42 | $44.64 | $45.89 | $46.56 | $47.86 |
| **9** | $44.29 | $45.53 | $46.81 | $47.49 | $48.82 |
| **10** | $45.18 | $46.44 | $47.74 | $48.44 | $49.79 |
| **11** | $46.08 | $47.37 | $48.70 | $49.17 | $50.54 |
| **12** | $46.77 | $48.08 | $49.43 | $49.90 | $51.30 |
| **13** | $47.47 | $48.80 | $50.17 | $50.65 | $52.07 |
| **14** | $48.19 | $49.53 | $50.92 | $51.16 | $52.59 |
| **15** | $48.91 | $50.28 | $51.69 | $51.67 | $53.12 |
| **16** | $49.45 | $50.83 | $52.25 | $52.19 | $53.65 |
| **17** | $49.94 | $51.34 | $52.78 | $52.71 | $54.18 |
| **18** | $50.44 | $51.85 | $53.30 | $53.23 | $54.73 |
| **19** | $50.94 | $52.37 | $53.84 | $53.77 | $55.27 |
| **20** | $51.45 | $52.89 | $54.38 | $54.30 | $55.83 |
| **21 & Up** | $51.97 | $53.42 | $54.92 | $54.85 | $56.38 |
| **Max** | $55.33 | $56.88 | $58.47 | $58.74 | $60.38 |

Nurses at 21 & Up years of credited experience will receive a 3.0% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2026*

| Years of Credited Exp. | Clinical Nurse Specialist | Clinical Nurse Specialist G | Nursing Staff Development Coordinator | Nursing Staff Development Coordinator G |
|---|---|---|---|---|
| **New Grad** | $45.93 | $47.22 | $35.00 | $35.98 |
| **1** | $47.08 | $48.40 | $35.87 | $36.88 |
| **2** | $48.02 | $49.36 | $36.77 | $37.80 |
| **3** | $48.98 | $50.35 | $37.69 | $38.74 |
| **4** | $49.96 | $51.36 | $38.63 | $39.71 |
| **5** | $50.96 | $52.39 | $39.40 | $40.51 |
| **6** | $51.98 | $53.43 | $40.19 | $41.32 |
| **7** | $53.02 | $54.50 | $40.99 | $42.14 |
| **8** | $54.08 | $55.59 | $41.81 | $42.98 |
| **9** | $55.16 | $56.70 | $42.65 | $43.84 |
| **10** | $56.26 | $57.84 | $43.50 | $44.72 |
| **11** | $57.39 | $58.99 | $44.37 | $45.62 |
| **12** | $58.25 | $59.88 | $45.26 | $46.53 |
| **13** | $59.12 | $60.78 | $46.17 | $47.46 |
| **14** | $60.01 | $61.69 | $47.09 | $48.41 |
| **15** | $60.76 | $62.46 | $48.03 | $49.38 |
| **16** | $61.52 | $63.24 | $48.99 | $50.36 |
| **17** | $62.29 | $64.03 | $49.97 | $51.37 |
| **18** | $63.07 | $64.83 | $50.97 | $52.40 |
| **19** | $63.70 | $65.48 | $51.99 | $53.45 |
| **20 & Up** | $64.33 | $66.14 | $52.90 | $54.38 |
| **Max** | $68.89 | $70.82 | $53.32 | $54.81 |

Nurses at 20 & Up years of credited experience will receive a 3.0% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2027*

| Years of Credited Exp. | Staff Nurse A | Staff Nurse B | Staff Nurse G | Clinic Nurse A | Clinic Nurse B | Clinic Nurse G |
|---|---|---|---|---|---|---|
| **New Grad** | $34.20 | $35.16 | $36.14 | $32.16 | $33.06 | $33.98 |
| **1** | $35.05 | $36.03 | $37.04 | $32.96 | $33.89 | $34.83 |
| **2** | $35.93 | $36.94 | $37.97 | $33.79 | $34.73 | $35.71 |
| **3** | $36.83 | $37.86 | $38.92 | $34.63 | $35.60 | $36.60 |
| **4** | $37.75 | $38.81 | $39.89 | $35.32 | $36.31 | $37.33 |
| **5** | $38.69 | $39.78 | $40.89 | $36.03 | $37.04 | $38.08 |
| **6** | $39.47 | $40.57 | $41.71 | $36.75 | $37.78 | $38.84 |
| **7** | $40.25 | $41.38 | $42.54 | $37.49 | $38.54 | $39.61 |
| **8** | $41.06 | $42.21 | $43.39 | $38.24 | $39.31 | $40.41 |
| **9** | $41.88 | $43.05 | $44.26 | $39.00 | $40.09 | $41.22 |
| **10** | $42.72 | $43.92 | $45.14 | $39.78 | $40.89 | $42.04 |
| **11** | $43.36 | $44.57 | $45.82 | $40.58 | $41.71 | $42.88 |
| **12** | $44.01 | $45.24 | $46.51 | $41.29 | $42.44 | $43.63 |
| **13** | $44.49 | $45.74 | $47.02 | $41.91 | $43.08 | $44.29 |
| **14** | $44.94 | $46.20 | $47.49 | $42.53 | $43.73 | $44.95 |
| **15** | $45.39 | $46.66 | $47.97 | $43.17 | $44.38 | $45.62 |
| **16** | $45.84 | $47.13 | $48.45 | $43.82 | $45.05 | $46.31 |
| **17** | $46.30 | $47.60 | $48.93 | $44.48 | $45.72 | $47.00 |
| **18** | $46.76 | $48.07 | $49.42 | $45.14 | $46.41 | $47.71 |
| **19** | $47.23 | $48.56 | $49.92 | $45.82 | $47.10 | $48.42 |
| **20** | $47.70 | $49.04 | $50.41 | $46.51 | $47.81 | $49.15 |
| **21 & Up** | $48.18 | $49.53 | $50.92 | $47.21 | $48.53 | $49.89 |
| **Max** | $51.30 | $52.74 | $54.21 | $49.53 | $50.92 | $52.34 |

Nurses at 21 & Up years of credited experience will receive a 3.0% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2027*

| Years of Credited Exp. | Staff Nurse A Float | Staff Nurse B Float | Staff Nurse G Float | Enterostomal/PICC | Enterostomal/PICC G |
|---|---|---|---|---|---|
| **New Grad** | $37.62 | $38.67 | $39.75 | $39.94 | $41.06 |
| **1** | $38.56 | $39.64 | $40.75 | $40.94 | $42.09 |
| **2** | $39.52 | $40.63 | $41.77 | $41.96 | $43.14 |
| **3** | $40.51 | $41.64 | $42.81 | $43.01 | $44.22 |
| **4** | $41.52 | $42.69 | $43.88 | $44.09 | $45.32 |
| **5** | $42.56 | $43.75 | $44.98 | $45.19 | $46.45 |
| **6** | $43.41 | $44.63 | $45.88 | $46.32 | $47.62 |
| **7** | $44.28 | $45.52 | $46.79 | $47.25 | $48.57 |
| **8** | $45.17 | $46.43 | $47.73 | $48.19 | $49.54 |
| **9** | $46.07 | $47.36 | $48.69 | $49.15 | $50.53 |
| **10** | $46.99 | $48.31 | $49.66 | $49.89 | $51.29 |
| **11** | $47.70 | $49.03 | $50.40 | $50.64 | $52.06 |
| **12** | $48.41 | $49.77 | $51.16 | $51.15 | $52.58 |
| **13** | $48.94 | $50.31 | $51.72 | $51.66 | $53.10 |
| **14** | $49.43 | $50.82 | $52.24 | $52.17 | $53.64 |
| **15** | $49.93 | $51.33 | $52.76 | $52.70 | $54.17 |
| **16** | $50.43 | $51.84 | $53.29 | $53.22 | $54.71 |
| **17** | $50.94 | $52.37 | $53.83 | $53.76 | $55.26 |
| **18** | $51.44 | $52.88 | $54.37 | $54.29 | $55.81 |
| **19** | $51.96 | $53.41 | $54.91 | $54.84 | $56.37 |
| **20** | $52.47 | $53.94 | $55.46 | $55.38 | $56.94 |
| **21 & Up** | $53.00 | $54.48 | $56.01 | $55.94 | $57.50 |
| **Max** | $56.43 | $58.01 | $59.63 | $59.91 | $61.59 |

Nurses at 21 & Up years of credited experience will receive a 3.0% base pay increase even though there is no corresponding tier on the charts.

*Pay rates effective 9-1-2027*

| Years of Credited Exp. | Clinical Nurse Specialist | Clinical Nurse Specialist G | Nursing Staff Development Coordinator | Nursing Staff Development Coordinator G |
|---|---|---|---|---|
| **New Grad** | $46.85 | $48.16 | $35.70 | $36.70 |
| **1** | $48.02 | $49.36 | $36.59 | $37.61 |
| **2** | $49.22 | $50.60 | $37.50 | $38.55 |
| **3** | $50.45 | $51.86 | $38.44 | $39.52 |
| **4** | $51.71 | $53.16 | $39.40 | $40.51 |
| **5** | $53.00 | $54.49 | $40.19 | $41.32 |
| **6** | $54.06 | $55.58 | $40.99 | $42.14 |
| **7** | $55.15 | $56.69 | $41.81 | $42.98 |
| **8** | $56.25 | $57.82 | $42.65 | $43.84 |
| **9** | $57.37 | $58.98 | $43.50 | $44.72 |
| **10** | $58.52 | $60.16 | $44.37 | $45.62 |
| **11** | $59.40 | $61.06 | $45.26 | $46.53 |
| **12** | $60.29 | $61.98 | $46.17 | $47.46 |
| **13** | $61.19 | $62.91 | $47.09 | $48.41 |
| **14** | $61.81 | $63.54 | $48.03 | $49.38 |
| **15** | $62.42 | $64.17 | $48.99 | $50.36 |
| **16** | $63.05 | $64.81 | $49.97 | $51.37 |
| **17** | $63.68 | $65.46 | $50.85 | $52.27 |
| **18** | $64.32 | $66.12 | $51.74 | $53.18 |
| **19** | $64.96 | $66.78 | $52.64 | $54.11 |
| **20 & Up** | $65.61 | $67.45 | $53.56 | $55.06 |
| **Max** | $70.28 | $72.25 | $53.56 | $55.06 |

Nurses at 20 & Up years of credited experience will receive a 3.0% base pay increase even though there is no corresponding tier on the charts.