AGREEMENT

BETWEEN

THE OHIO NURSES ASSOCIATION/AFT, AFL-CIO

AND

THE OHIO STATE UNIVERSITY

September 1, 2022

through

August 31, 2025

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ARTICLE 1 - RECOGNITION

Section 1: This agreement is made and entered into this 7th day of September, 2022, by and between the Ohio Nurses Association, hereinafter referred to as "ONA," the Ohio State University Transplant Nurses Organization, hereinafter referred to as "OSUTNO," The Ohio State University, hereinafter referred to either as the "University" or the "Hospital" or the "Medical Center."

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

Section 3: The employee group covered by this Agreement includes all registered nurses employed by the Medical Center in the following positions:

Lung Transplant Coordinator
Ventricular Assist Device Program Coordinator
Heart Transplant Coordinator
Transplant Coordinator
Transplant Discharge Coordinator
Transplant Internal Resource Pool Nurse (Appendix B)

Non-registered nurses employed in the above-listed positions, registered nurses employed in areas or departments not specified above (including but not limited to Bone Marrow Transplant Patient Coordinators), nurse managers, other supervisory employees, and all other employees are excluded from the employee group covered by this Agreement. The employee group covered by this Agreement will be hereinafter referred to interchangeably as "employees," "bargaining unit employees," "bargaining unit members," or "nurses."

Section 4: The University agrees that, during the term of this Agreement, it will not recognize or negotiate with any other organization or association as a representative of bargaining unit employees.

Section 5: In the event that the University establishes any new position, area, or department for registered nurses in the Comprehensive Transplant Center, it will meet with the ONA to discuss whether it should be included in the employee group covered by this Agreement. In the event the parties fail to reach agreement as to the inclusion or exclusion of such position, area, or department, such question may be submitted to arbitration under this Agreement.

Section 6: It is not the University's intent to change the job title or job description of the positions listed in Section 2 of this Article for the purpose of eliminating bargaining unit positions or for other than legitimate reasons related to operational effectiveness and efficiency.

Section 7: Agency nurses shall only be used to supplement and not to replace nurses covered under this Agreement.

ARTICLE 2 - SEVERABILITY

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

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

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

ARTICLE 3 - ONA DUES DEDUCTION

Section 1: The University agrees to deduct monthly ONA and OSUTNO 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 Medical Center for purposes of meeting with employees covered by this Agreement and the Medical Center's representatives under the grievance procedure provided herein or for purposes related to the ONA's educational activities with the permission of the Administrator of Human Resources. Such representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Medical Center may establish.

Section 2: OSUTNO may designate up to three (3) bargaining unit members to serve on the ONA negotiating committee. Subject to the coverage needs of the Comprehensive Transplant Center, the designated registered bargaining unit members will be excused from regular work duties with pay for the day on which the meeting is held. ONA Negotiating Committee members shall automatically be excused to attend negotiating sessions. Nurses shall be permitted to trade scheduled on-call duties on the day preceding scheduled negotiations or on the day of negotiations with another bargaining unit member.

Section 3: ONA or OSUTNO materials may be posted with advance review of the Administrator of Human Resources on a reserved space of a single bulletin board in each facility where bargaining unit employees are employed that is agreed upon by ONA and the Medical Center.

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

Section 5: The ONA, through the OSUTNO President or officers, will have reasonable access to bargaining unit employees' mailboxes upon prior approval of the appropriate supervisor.

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

ARTICLE 6 - PROFESSIONAL PRACTICE/LABOR MANAGEMENT COMMITTEE

Section 1: The Hospital recognizes that registered nurses have the right to subscribe to the ANA Code for Nurses. The Hospital supports and endorses this individual subscription to this Code. The Hospital is ultimately responsible for all patient care performed within the Hospital. The ONA recognizes that neither the Hospital nor any of their employees are governed by the ANA Code for Nurses.

Section 2: Professional Nursing Practice Committee and Labor Management Committee.

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

- Care delivery innovations
- Workplace development
- Just Culture

B. Participants in the Committee shall consist of at least two (2) representatives of Nursing Service management and such other representatives as the Hospital shall designate (not to exceed six). The ONA shall be represented by the OSUTNO President, Vice President the ONA Staff Representative, and up to three additional bargaining unit members. By mutual agreement, either party may bring in non-participants who have information or resources which could assist in the resolution of agenda items.

C. Not less than five (5) days prior to each Committee meeting, the parties will propose agenda items outlining the topics they wish to discuss. If no agenda items are submitted, no meeting shall be held that month. Such topics shall be directly related to labor management relations, professional nursing practice, on-call practices, and interdisciplinary practice with physicians and interaction with non-registered nurse staff, management and administration, or any other issue agreed upon by the parties.

D. The Committee shall have no authority to modify the terms of the existing Agreement or settle any grievances arising under the Agreement.

E. The Committee will establish meetings times and administrative procedures. The ONA and the Hospital each will designate one of its committee members to serve as chairperson on a semiannual basis. The chairperson of each meeting shall appoint a committee member to act as secretary and prepare proposed minutes which shall be distributed to each committee member for approval and/or amendment at the next meeting.

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

G. After approval and/or amendment of the minutes of each meeting, the ONA may post the minutes on the bulletin boards located in each unit and in the Transplant office area.

H. The Shared Governance process will be available in addition to the Committee. Bargaining unit employees are represented in Shared Governance and fully encouraged to participate in that process. In the event that matters are addressed in the Unit Leadership Council, ONA members of the Committee shall be permitted to attend the Unit Leadership Council and participate.

Section 3: In the event a condition arises where a nurse or nurses have concern regarding nursing care, staffing or patient safety, this concern shall be communicated to the immediate supervisor for possible alternative solutions. Established nursing channels will be utilized for communication and problem solving. Nurses may submit written concerns to the Practice Council for consideration and recommendations for possible alternative solutions.

Section 4: Bargaining unit members required to attain a specialty certification, including CCTC, shall be permitted a time frame of three (3) years to meet this requirement.

Section 5: The primary responsibility of the registered nurse is patient care, and registered nurses covered by this Agreement shall not be required to perform professional nursing duties that exceed the scope of their practice under the provisions of the Nurse Practice Act, as amended.

ARTICLE 7 - EDUCATIONAL PROGRAM

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

Section 2: Employees shall be compensated for all time spent attending mandatory educational conferences, seminars, or external educational programs. Cost of travel and registration fees will be reimbursed in accordance with University policy. Attendance at these required programs shall not be considered to be the use of professional days as described in section 3 of this article.

Section 3: Employees shall be eligible for professional days to attend professional conferences, seminars or external educational programs if such conference, seminar or program is approved by the Director of Transplant Nursing. Each employee will be permitted to take up to five (5) days off per year for the purpose of attending such conferences, seminars or external educational programs. Requests for time off to attend these programs must be made to the nurse manager at least ten (10) days in advance of the date of the conference, seminar or external educational program. The Director of Transplant Nursing may cancel an approved professional leave if, in the opinion of the Director, operational needs require. If professional leave is cancelled by the Director, the Hospitals shall pay the employee for any registration fees and travel expenses, including room accommodations, which the employee cannot recover.

ARTICLE 8 - ORIENTATION

Section 1: All nurses employed by the Hospital shall participate in a general orientation. This program will be based on the concept that learning is facilitated when the learner is an active participant in the learning process. The orientation period will be dependent upon the specialty area requirements and demonstrated competencies of the individual. The orientation may be at least four (4) weeks provided the nurse has not previously completed a nursing orientation program at the Ohio State University Hospitals within the last year. The orientation program will include courses with content consistent with national care standards.

Section 2: **General Hospital Orientation**
Orientation conducted by Educational Development and Resources in cooperation with the patient care unit. During assigned unit time, information/observation will be provided by an appropriate staff person. Structured learning opportunities will be provided including, but not limited to the following topics: medication

administration systems, cardiopulmonary resuscitation and other emergency procedures, legal responsibilities, infection control, theory and skills, inter-departmental communications, and OSU policies and procedures.

Attainment of Unit-based Competency
Application of skills in the clinical environment shall be under the direction of the unit preceptor. The unit preceptor will be an experienced nurse designated by the nurse manager who demonstrates clinical competence in their respective area. It is recommended that a registered nurse preceptor attend and complete the preceptor course offered by the Hospital. Orientation to the unit will include unit policies and procedures, patient care needs (theory/skills) and the concepts of the current method of patient care delivery. Patient care assignments are determined by the preceptor based on the nature of the patient population (nursing care requirements) and the learning needs of the orientee. Patient care assignments increase in complexity as orientee performance/competency indicates. The orientee should demonstrate evidence of integration of nursing concepts.

Section 3: During the orientation period, the orientation nurse shall have conferences at least weekly with either the preceptor and/or nurse manager to discuss the nurse's progress/attainment of competencies. OSUTNO shall be provided a copy of the current competency criteria for each nursing unit.

Section 4: 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 5: During the first week of each orientation program, a list of registered nurses participating in such program and included within the employee group will be furnished to ONA and OSUTNO. Such list shall include the names, unit assignments and position title of the participants.

Section 6: The Hospitals will not provide information about ONA/OSUTNO or information about labor organizations to participants in the orientation program except in response to questions from participants. The Hospitals will provide a thirty (30) minute period of paid time during the first week of each orientation program for the ONA designee to meet with the orientees to discuss the parties' rights and obligations under the Agreement. The meeting shall be held during normal working hours.

ARTICLE 9 - PROBATIONARY PERIOD

Section 1: Newly hired employees in the bargaining unit, including those transferring from other positions at the University, shall be considered probationary employees for the first seven (7) months of their employment, with the exception of Transplant Discharge Coordinators, who shall be on probation for a period of five (5) months. In the event a probationary nurse has a performance issue, the nurse may request the presence of an OSUTNO representative at a meeting with their nursing leader. During this time, the employee may be terminated or

disciplined at will and any such termination or discipline shall not be subject to Article 12 of this Agreement. However, probationary employees may only process grievances concerning pay-related issues.

ARTICLE 10 - EMPLOYMENT

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

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

Section 3: In order to provide optimal patient care, necessary equipment, including long-range pagers, cell phones, and computers will be made available at no cost to members of the bargaining unit who are required to be on call. It is the intent of the Hospitals to provide a laptop to all bargaining unit employees no later than the end of the Agreement and the Hospitals will make every reasonable effort to do so.

Section 4: All employees covered by the Agreement shall receive a copy of this Agreement as soon as possible after its effective date. Five (5) copies and an electronic version of the Agreement will be provided to the ONA.

Section 5: Bargaining unit members shall be eligible for an "A" parking sticker.

Section 6: OSUTNO will select one (1) representative to sit on the Ohio State University Health System Environment of Care Committee. This representative will report to the Labor Management Committee during its quarterly meeting.

ARTICLE 11 - NON-DISCRIMINATION

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

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1: For the purposes of this Agreement, the term "grievance" is defined as a dispute between the University and ONA, or between the University and a nurse, or between the

University and multiple nurses, concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

Step 1. A nurse having a grievance may present it in writing to their nurse manager, either alone or accompanied by a representative of ONA. Any such grievance shall be presented within ten (10) working days after the nurse had knowledge of the event upon which the grievance is based and shall contain (1) a statement of the grievance, (2) the section(s) of this Agreement alleged to be violated, if any, and (3) the remedy or relief sought by the nurse. The nurse manager, or other designee, shall give the nurse a written answer within ten (10) working days after the grievance has been presented.

Step 2. If the grievance is not settled at Step 1 of this procedure, it may be presented to the Administrator of Human Resources at the Medical Center, or designee, within ten (10) working days after the step one response. The Administrator of Human Resources at the Medical Center, or designee, the grievant, no more than two (2) representatives of the University, and no more than two (2) representatives of ONA, of which no more than one (1) shall be a University employee who would otherwise be on duty, shall meet within ten (10) working days after the appeal has been filed. The Administrator or designee shall respond in writing within ten (10) working days after the parties' last meeting. A copy of said answer will be sent to the grievant's home address and to ONA.

Step 3. If the grievance is not resolved as provided in Step 2, ONA may submit the issue to arbitration. ONA must notify the Administrator of Human Resources at the Medical Center in writing within forty-five (45) calendar days of its intention to do so.

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

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration or to impose on either party a limitation or obligation not expressly provided for by the terms of this Agreement, unless the parties have expressly agreed in writing to give the

arbitrator specific authority to do so, or to make an award which has this effect. The arbitration award shall not cause the University to violate provisions of Title IX, its regulations, and the Title IX consent agreement of 2014 between the federal Office of Civil Rights and the University. The award of the arbitrator so made shall be final and binding on the parties.

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

Section 2: The time limitations provided for in this Article may be extended by mutual agreement of the University and ONA. In the event the Medical Center does not respond timely at Step 1 or Step 2 of Section 1, then the ONA may advance the grievance to the next step by written notification to the Medical Center.

Section 3: Unless an extension is agreed to by the parties, any grievance which has not been assigned to an arbitrator within 180 calendar days of the date of the request for arbitration is filed shall be deemed withdrawn without precedent.

Section 4: A grievance which affects a substantial number of nurses (three or more) may initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of nurses, including probationary employees, may be filed by ONA.

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

Section 6: 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 the ONA or the nurse, it is considered to be withdrawn without precedent.

Section 7: In the event ONA or an individual nurse is dissatisfied with the outcome of a corrective action hearing conducted by Human Resources pursuant to Article 13, Section 3 the decision may be submitted directly to arbitration by ONA.

ARTICLE 13 - CORRECTIVE ACTION

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

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 or continue a Just Culture Steering Committee, OSUTNO shall have one representative on the committee.

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

Section 3: The Hospital and the ONA agree that no employee covered by this Agreement shall be issued a final written reprimand, suspended, or discharged without first being given the opportunity to attend a hearing conducted by the Administrator of the Medical Center Human Resources, or designee, at which the employee and an ONA representative may present evidence to show cause why the employee should not be issued a final written reprimand, suspended, or discharged. The notice of the hearing and the information packet of the employee will be received by the ONA within five (5) working days in advance of the hearing and a copy will be delivered to the OSUTNO President and the affected employee(s). An ONA representative and the OSUTNO President and/or designee will attend the hearing. The employee will be excused from regular work duties with pay for the hearing.

The written decision of the aforementioned hearing shall be sent to the employee (at the employee's home address), the ONA and the OSUTNO President within ten (10) working days following the hearing.

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

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

Section 6: Employees covered by this Agreement will have the record of any corrective action, not otherwise expunged, removed from their personnel file after the active period of the corrective action has been exhausted provided there have been no reprimands or corrective actions for a continuous period of twelve (12) months. The above shall apply only to reprimands or corrective actions which were given to a nurse for minor offenses and which are not involved in any pending litigation, including arbitration. With regard to final written reprimands and suspensions issued by Human Resources, the record of any corrective actions, not otherwise expunged, will be removed from the nurse's personnel record provided there have been no further corrective actions, related to the infraction, for a continuous period of twenty-four (24) months.

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

ARTICLE 14 - HOURS

Section 1: A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from Sunday morning (12:00 a.m.) to 11:59 p.m. the following Saturday. The normal work schedule shall be forty (40) hours to be worked in a five (5) day period between 6:30 a.m. and 5:00 p.m. Monday through Friday. Overtime work required on any unit, which may be outside the normal workweek schedule shall be paid in accordance with Article 15 (Overtime). Nurses may be assigned on-call duties outside the normal workweek schedule. On-call hours worked over forty (40), inclusive of the normal workweek schedule, shall be paid the applicable rate, including overtime, premium pay and differentials as described in this Agreement.

Section 2: Four (4) week schedules shall be posted at least fourteen (14) days prior to the beginning of the schedule. Schedules of all Coordinators and Transplant Clinic Nurses will be visible to all other Coordinators and Transplant Clinic Nurses as of the posting date.

Section 3: All nurses shall 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.

Section 4: All paid time shall count as hours worked under this Agreement for all purposes, including accrual of benefits and seniority.

Section 5: No nurse will be required to work more than five (5) consecutive days without a day off, exclusive of on-call duties.

Section 6: Flexible Scheduling.

A. Nurses shall have the ability to utilize flexible scheduling to meet the needs of the patient. Nurses may adjust their schedule to attend hospital meetings, clinics, patient/community teaching and other patient care needs that occur outside their

regular shift time. For example, an eight (8) hour nurse who starts at 6:30 a.m. in order to attend a meeting shall end their shift at 3:00 p.m.

B. Ten Hour / Twelve Hour work schedules. With agreement of the affected nurses, the Hospitals may establish a ten (10) hour and / or twelve (12) hour work schedule on particular units wherein the following requirements shall be observed:

1. Seniority, vacation and paid sick leave will be accrued based upon hours paid.

2. Vacations shall be earned on the basis set forth in Article 20, but will be taken on the basis of ten (10) or twelve (12) hour days, with four (4) such days or three (3) such days, respectively, to constitute one (1) week of vacation.

3. Holiday Pay - The provisions of Article 19 apply.

4. Paid sick leave, jury duty and bereavement pay shall be modified to provide that the maximum daily payment for ten (10) hour nurses should be ten (10) hours daily or forty (40) hours per week. Twelve (12) hour nurses shall receive twelve (12) hours daily or thirty-six hours per week.

5. Ten (10) hour nurses who call off because of illness may elect to use ten (10) hours of sick leave or, by mutual agreement, work a ten (10) hour shift that they otherwise would have been scheduled off. Twelve (12) hour nurses may elect to use twelve (12) hours of sick leave, or by mutual agreement, work a twelve (12) hour shift that they otherwise would have been scheduled off.

6. Ten (10) and Twelve (12) hour position openings shall be posted and filled by seniority.

7. A currently employed nurse who accepts a ten (10) hour or twelve (12) hour position and initially agrees to work one (1) scheduled period, at the end of that period may return to the nurse's regular staffing pattern or commit for an additional five (5) month period.

8. All twelve (12) hour positions shall be considered full-time status.

Section 7: Telecommuting - The parties support flexible work arrangements (such as telecommuting) when they achieve a highly productive work environment that enables staff to balance work and personal needs while providing workforce predictability and stability. Telecommuting shall be in accordance with the University's Flexible Work Policy 6.12.

Section 8: Travel - Offsite work shall be assigned on a volunteer basis. If no one volunteers, the assignment will be made on the basis of seniority by rotation among qualified transplant coordinators. Should management identify a proficiency concern, a coordinator may be assigned offsite work irrespective of the above.

ARTICLE 15 - OVERTIME

Section 1: Overtime is paid at a rate of not less than one and one-half times an employee's regular rate of pay after 40 hours of work in a workweek. When overtime work is required on any unit, the staff nurse shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked.

Section 2: Premium Pay

A. A nurse who works more than forty (40) hours in a workweek, as defined in Article 14 (Hours), 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. A nurse may change a compensatory time election during the work week.

Section 3: 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.

Section 4: Transplant Coordinators will be given reasonable notice before mandatory overtime is required. The parties recognize that a Transplant Coordinator has an obligation and a right to decline mandatory extra hours, without fear of disciplinary recourse, if the Transplant Coordinator feels that fatigue will adversely impact the Transplant Coordinator's ability to provide safe patient care.

ARTICLE 16 - SENIORITY

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

Section 2: Seniority is broken when a nurse:

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

B. Is terminated for cause.

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

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

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

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

Section 3: The Hospital shall make available to all bargaining unit employees a seniority list containing, in order of bargaining unit seniority, the name, University seniority date, bargaining unit seniority date, position and assigned area of each nurse in the employee group covered by this Agreement. This seniority list shall be updated monthly. Any nurse desiring to challenge any of the information contained on such list must do so in writing with their Nurse Manager. A copy of all such lists will be forwarded to ONA and the Chair of the local unit.

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

A. The Hospital shall first seek voluntary time off from registered nurses in the affected service.

B. If sufficient volunteers are not secured all temporary and probationary nurses employed by the Hospital in the affected nursing service will first be laid off.

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

(i) Displaced nurses will first be placed in a vacant posted RN position provided they would 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, the nurse has the option of applying for any available vacancy.

(ii) If no vacant position exists that a displaced nurse can be transferred into, then the nurse may exercise their Bargaining Unit Seniority to displace the most recently employed probationary nurse in the employee group covered by this Agreement.

(iii) If there are no probationary nurses, nurses may exercise their seniority to displace a nurse with the least Bargaining Unit Seniority in the employee group provided the nurse seeking to exercise the seniority has the ability to

perform the work being performed by the least senior nurse after an appropriate orientation. Any nurse so displaced shall be laid off.

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

Pre Transplant
Post Transplant
Transplant Discharge
Lung Transplant
Heart Transplant
Ventricular Assist Device Program

Section 5: Recalls from layoff made pursuant to Section 4 (C) shall be made in order of Bargaining Unit Seniority of those nurses laid off from the same nursing service.

Section 6: While any nurse is on layoff, any additional work, vacancies or new positions will first be offered to laid-off nurses who have the present ability to perform the required work, consistent with Section 5 of this Article.

Section 7: Nurses being recalled to work from layoff shall be notified by the Hospital by certified mail sent to each nurse's last known address. The nurse shall have five (5) days, exclusive of Sundays and holidays, from the date of receipt to report to work.

Section 8: Openings in bargaining unit positions shall be posted one (1) calendar week before being permanently filled. Such openings shall be filled on the basis of ability to do the work and Bargaining Unit Seniority. If ability to do the work is relatively equal, Bargaining Unit Seniority shall be the determining factor. If Bargaining Unit Seniority is equal, University Seniority shall be the determining factor. The term ability as used herein shall include mental skills, education, experience, prior performance, and certification, licensing requirements and physical capabilities.

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

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 Hospital shall give first consideration to currently employed qualified applicants.

Section 9: The Hospital 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, holiday time, and sick leave. Part-time registered nurses shall accrue sick leave on a pro rata basis. Registered nurses shall accumulate sick leave to an unlimited maximum.

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

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

B. Absence from work due to an illness or injury in the nurse's immediate family requiring the care of the staff member.

C. Absence from work due to a death in the nurse's immediate family. The amount of sick leave days granted shall be five (5) consecutive days, including the day of the funeral. When additional time is required or there are other extenuating circumstances which may include the use of non-consecutive days, approval may be granted.

D. Medical, dental, or optical examination or treatment of the nurse or member of the immediate family. Sick leave will be granted to a maximum of three (3) hours for each appointment.

E. When, through exposure to a contagious disease, either the health of the nurse would be jeopardized, or the nurse's presence on the job would jeopardize the health of others.

F. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and the recovery there from shall be considered as illness and qualify for sick leave benefits.

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

person standing in loco parentis to the child who is under 18 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, up to a maximum of 240 hours. This payment will be based upon the nurse's rate of pay at the time of retirement. This one-time payout of sick leave eliminates all accrued sick leave on record.

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. If the nurse makes that choice, the nurse must complete a declaration of intent on the appropriate Medical Center form prior to the expiration of any accumulated sick leave.

ARTICLE 18 - LEAVES OF ABSENCE

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

Section 2: Military Reserve/Service Leave: Nurses who are members of any military reserve or service component of the armed forces of the United States are entitled to leave of absence without loss of pay for such time as provided by federal and state law. The Medical Center shall comply with all applicable State and Federal statutes and regulations relating to leave and employment rights relating to Military Reserve and/or Service members.

Section 3: Jury Duty Leave: Nurses required to serve on jury duty on any regularly scheduled work day shall be excused for the days on which they serve without loss of pay. Time spent on jury duty shall be paid and will not limit accrual of seniority under this Agreement.

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

Section 5: Illness, Injury, Pregnancy Leave: All nurses with more than one (1) year of service 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. If the duration of the need for leave exceeds one (1) year, the nurse may apply for an extension of the leave, subject to the approval of the Medical Center. Nurses with one (1) year of service or less 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 Hospital, for the period of disability, not to exceed six (6) months. If the duration of the need for leave exceeds six (6) months, the nurse may apply for an extension of the leave, subject to the approval of the Medical Center. Such leave is terminated automatically when the nurse is placed upon total and permanent disability or when the nurse is capable of returning to work as certified by the treating physician.

If the nurse returns from such leave within three (3) months, the nurse will be returned to the nurse's former position. If such leave is longer than three (3) months, the nurse will be returned to the nurse's former position or to another position in the bargaining unit.

Section 6: Personal or Educational Leave: Leaves of absence for personal reasons, including educational leave, may be granted by the Hospitals to nurses for a period of time not to exceed one (1) year.

Section 7: Family Medical Leave: Family leave and leave as an accommodation will be provided in accordance with applicable law. The Agreement may afford more expansive benefits than those afforded by law.

ARTICLE 19 - HOLIDAYS

Section 1: Nurses are entitled to the following holidays:

New Year's Day	January 1*
Martin Luther King Day	3rd Monday in January
President's Day	December 24*
Memorial Day	As determined by law
Juneteenth Day	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Veteran's Day **	November 11*
Thanksgiving Day	4th Thursday in November
Columbus Day	Observed Friday after Thanksgiving
Christmas Day	December 25*

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

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

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

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

Section 3: During Christmas and New Year's weeks, no nurse will be scheduled to be on call two consecutive holidays unless the nurse agrees otherwise.

ARTICLE 20 - VACATIONS

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

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

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

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

Section 3: A nurse regularly employed on a full-time basis shall receive 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. A nurse may accumulate vacation up to a maximum of 240 hours on the nurse's anniversary date. Part-time nurses shall accrue vacation on a pro rata basis.

Section 4: Vacation time off may be taken during the twelve (12) months following the nurse's anniversary date and shall be scheduled in accordance with the operational needs of the department subject to approval by the Nurse Manager.

A. Requests for vacation of five (5) or more consecutive days shall be submitted to the appropriate supervisor for approval no more than 365 days prior to the first vacation day. Vacation time off need not be accrued at the time of request; however, the transplant coordinator must be able to accrue the total amount of vacation being requested prior to the posting of the schedule which contains the dates requested off. Such requests shall be approved or disapproved within fourteen (14) days of receipt. Once approved, vacations of Transplant Coordinators and Transplant Clinic Nurses shall be visible to all other Transplant Coordinators in the same department.

B. Conflicts in choice within the same nursing unit will be resolved on the basis of bargaining unit seniority for a maximum of two (2) weeks of vacation.

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

ARTICLE 21 - WAGES

Section 1: Effective the pay period that includes September 1, 2022, Transplant Coordinators shall be paid according to the following base hourly wage range: $35.14 - $53.77

Effective the pay period that includes September 1, 2023, Transplant Coordinators shall be paid according to the following base hourly wage range: $35.14 - $54.85

Effective the pay period that includes September 1, 2024, Transplant Coordinators shall be paid according to the following base hourly wage range: $35.14 - $55.95

Effective the pay period which includes September 1, 2022, 2023, and 2024, eligible Transplant Coordinators shall receive a 2.0% market increase added to their base hourly wage rate.

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

Section 3: Effective September 1, 2022, for purposes of this Article, prior relevant internal and external experience will be defined as follows:

Experience Equivalency	**Credit**
Hospital or ambulatory setting (affiliated with a hospital)	100%
OSUWMC nursing	100%
Transplant 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.

Transplant experience shall mean nursing experience involving coordination of transplants, Hospital experience shall mean nursing experience in an acute care setting, and General experience shall mean all other nursing experience as a registered nurse.

Section 4: Nurses who have a recognized specialty certification shall receive a differential of 3.5% of their base wage. A nurse seeking to receive the specialty certification differential is responsible for verifying that the differential is paid within two (2) pay periods after evidence of the certification is submitted to the unit manager. No retroactive certification will be granted to a nurse who does not verify that the certification has been paid.

A nurse possessing more than one relevant certification will be given credit for only one certification. The following certifications are considered relevant:

CPTC-Certified Procurement Transplant Coordinator
CCTC-Certified Clinical Transplant Coordinator
CCTN-Certified Clinical Transplant Nurse
CTP-Certified Transplant Preservationist
CCRN-Critical Care Registered Nurse
CDN-Certified Dialysis Nurse
CNN-Certified Nephrology Nurse
CRNI-Certified Registered Nurse Infusion
CDE-Certified Diabetes Educator
CMSRN-Certified Medical Surgical Registered Nurse
RN-BC-Registered Nurse Board Certified
PCCN-Progressive Care Certified Nurse
CHFN-Certified Heart Failure Nurse

Section 5: All nurses shall participate in the Medical Center's annual performance review process.

A nurse shall be eligible for merit-based increases to his or her base hourly wage rate in accordance with the following schedule:

Rating on P3	Percent Increase
Does Not Achieve:	0%
Achieves:	2%
Excels:	2.5%

Any increase resulting from the application of the foregoing shall be incorporated into the bargaining unit member's base hourly wage rate no later than October 31st of the performance evaluation year. In the event that a nurse's base hourly wage rate reaches the maximum hourly wage set forth in Section 1 of this Article, a cash payout will be given in lieu of an increase to the nurse's base hourly wage rate for any percentage increase achieved through the merit review process. The cash payout will be determined by multiplying the percentage increase from the merit review process by the nurse's base hourly wage rate and based upon the nurse's FTE. Any disputes over the application of this section shall be subject to the grievance process in Article 12.

Section 6: Degree Differential. Nurses who hold a Bachelor of Science in Nursing degree shall receive a differential of one (1) percent of their base hourly wage. 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 7: Shift differential. A nurse shall receive a shift differential of five dollars ($5.00) per hour in addition to the nurse's regular rate of pay for all hours worked from 5:00pm to 6:30am.

Shift differential will be paid to a nurse provided the nurse has worked a minimum of three (3) consecutive hours between 5:00pm and 6:30am.

Section 8: Weekend differential. For purposes of this section only, a nurse shall be paid a weekend differential of five dollars ($5.00) per hour in addition to their regular rate of pay and applicable shift differential for all hours worked between the hours of 6:30pm on Friday and 6:30am on Monday.

Section 9: 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" but is not required to report to the Medical Center to work, the nurse will be paid for all hours worked during the assigned on call at the applicable rate of pay plus all applicable differentials. In the event the nurse is required by management to report to duty at the Medical Center, they will receive a minimum of four (4) hours paid at the applicable rate plus all applicable differentials. Should the nurse lose regularly scheduled time due to extended on-call hours, he/she may have the opportunity, by mutual agreement, to make up said lost time, utilize a flexible schedule or utilize compensatory time.

Section 10: Holiday pay. Full-time eight-hour nurses shall receive eight (8) hours of straight time holiday pay on holiday benefit dates observed by the University. Full-time ten-hour nurses shall receive ten (10) hours of straight time holiday pay on holiday benefit dates observed by the University. Part-time nurses who do not work on a holiday benefit date shall receive holiday benefit pay on a pro-rata basis according to the percentage of their appointments of eight (8) straight time hours. Part-time nurses who do work on a holiday benefit date shall receive either benefit pay on a pro-rata basis according to the percentage of their appointments of eight (8) straight time hours, or benefit pay equivalent to the number of hours they are scheduled to work on the holiday benefit date, whichever is greater.

Full-time and part-time nurses required to work on the actual date of a holiday shall be paid premium pay at 1 ½ times their regular rate of pay for all hours worked.

Section 11: Lead/Charge Differential. A transplant coordinator who is selected and assigned lead/charge transplant coordinator responsibilities by management shall receive a lead/charge differential of three dollars ($3.00) per hour for the shift. Lead/Charge differential shall be in addition to other applicable differentials or premiums, if any.

Section 12: Members of the Ohio State University Transplant Nurses Organization (OSUTNO) shall be eligible to participate in the Clinical Ladder program established by the Medical Center. Upon thirty (30) days written notice to the ONA, the Medical Center may make such modification to the program as it deems advisable. As part of the program, the Medical Center agrees to a base pay increase of four percent (4%) for Level II to Level III, and six percent (6%) more for Level III to Level IV. The Clinical Ladder program and no dispute arising from the implementation or administration of the program shall be subject to the grievance and arbitration provisions of the OSUTNO collective bargaining agreement, except that a denial of promotion or demotion may be grieved. Should such a grievance be arbitrated, then notwithstanding the provisions of Article 12 of the OSUTNO collective bargaining agreement, the arbitrator shall

have no authority to reverse or modify the decision of the Clinical Ladder Committee unless the decision of the Committee is plainly wrong, demonstrably arbitrary or capricious, or is the result of fraud.

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.

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

Section 3: In the event the University improves or adds to the existing insurance program, such improvements or additions will be made applicable to the nurses covered by this Agreement. During the term of this Agreement, should the University consider changes in the area of employee health benefits, the University agrees to meet and discuss the contemplated changes with the ONA prior to the effective date of the change.

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

ARTICLE 23 - NO STRIKE/NO LOCKOUT

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

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

ARTICLE 24 - DURATION

Section 1: This Agreement, the effective date of which is September 1, 2022 shall continue in full force and effect until midnight August 31, 2025 and thereafter from year to year unless either party gives sixty (60) days' written notice prior to August 31, 2025 or any yearly anniversary date thereafter to terminate the Agreement.

ARTICLE 25 - ALTERATION OF AGREEMENT AND WAIVER

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

This Agreement is approved and signed by the following:

Ohio Nurses Association

_____

Dennis Dugan Date

_____

Karen Luciano Date

_____

Staci Carter Date

_____

Robert Milewsky Date

The Ohio State University

_____

Jeff Risinger Date

David Simpson
Erika Pearsol-Christie
Laura Stillion
Laura Droll
Molly Maxwell
Lori Wegener
Meagan Paskins
Andrew Fraley
Donald B. Gibson

APPENDIX A

ANA 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 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
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 Comprehensive Transplant Center 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 assignments. The Center's basic policy shall be to use their regularly assigned registered nurse staff whenever possible.

Section 2: No term or condition of employment of Transplant IRP nurses employed by the Comprehensive Transplant 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 Transplant IRP 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: Transplant IRP Nurses must meet all of the qualifications and complete all of the same competencies as regular Transplant Nurses.

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

Section 5: Transplant IRP nurses shall be paid the following hourly rate:

Transplant IRP
$44.13

Transplant IRP nurses shall be eligible for all premium pay rates and differentials in Article 21 Sections 7, 8, and 11.

Transplant 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: Transplant IRP nurses do not receive fringe benefits.

Section 7: Any regularly scheduled Transplant nurse transferring to the Transplant 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 Transplant nurse returns to a full-time or part-time position the Transplant nurse's seniority and sick time accumulation will be reactivated.

Transplant IRP shall accrue bargaining unit seniority at the rate of one (1) year for every 1040 hours worked per fiscal year. Said bargaining unit seniority shall only be activated if a

Transplant IRP nurse takes a position set forth in Article 1, Section 2 of this Agreement. A Transplant IRP nurse with a break in service more than twelve (12) months will forfeit their accrued seniority. While a Transplant nurse serves in a Transplant IRP role, their Transplant IRP seniority (defined as frozen seniority date) shall be considered only amongst other Transplant IRP nurses for purposes of scheduling. Any frozen bargaining unit seniority shall not be considered in determining scheduled hours.

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

Section 9: Transplant IRP nurses may be scheduled as determined by the Hospitals. Transplant IRP nurses are required to work a minimum of sixteen (16) hours per four (4) week schedule. This requirement may be waived based on operational needs (or hours at manager's discretion).

Section 10: No regular full-time or part-time Transplant Coordinator shall be displaced from their assignment by a Transplant IRP nurse. If there is a need to cover Transplant Coordinator work, a qualified Transplant IRP nurse shall be assigned before reassigning a regular full-time or part-time Transplant Coordinator when practicable.

Section 11: In the event that the Hospitals, after scheduling a Transplant IRP, no longer needs the Transplant IRP to work, the nurse shall be notified as far in advance as possible. If the Transplant 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 Transplant IRP nurse who reports because of inadequate advance notification. In case of cancellation by the Hospitals, such hours a Transplant IRP was scheduled to work shall apply toward the minimum hours' requirement as hours worked.

Section 12: Transplant IRP nurses will be eligible to be placed in an on-call status. Any Transplant IRP nurse placed in an on-call status shall receive the on-call pay rate as defined in Article 21, Section 9 for each hour the Transplant IRP nurse remains in this status. The Transplant IRP nurse shall report to the unit in the timeframe defined by the established department procedures used for all other nurses working on-call. Transplant IRP nurses shall continue to receive on-call pay for all hours worked during assigned on-call.

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

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

Section 13: Transplant 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: Transplant IRP nurses shall be permitted to serve on the ONA negotiating committee as defined in Article 4, Section 2. Transplant IRP nurses shall be permitted to serve on the Labor Management Committee as defined in Article 6, Section 2. Any such hours shall not count towards the minimum required hours in Section 9.

Section 15: The Program will be maintained at the convenience of the Comprehensive Transplant Center, provided, however, that should the Comprehensive Transplant Center desire to terminate or modify the Program, it shall give thirty (30) days written notice to the ONA.

MEMORANDUM OF UNDERSTANDING
PILOT PROGRAM FOR SICK TIME CONVERSION

This Memorandum of Understanding (hereafter referred to as "MOU") is entered into by the Ohio Nurses Association (hereafter referred to as "ONA") and The Ohio State University Wexner Medical Center (hereafter referred to as "Employer"). The purpose of this MOU is to establish a pilot program for Transplant Coordinators to convert unused sick time to vacation time.

By executing this document, the parties agree that:

A Transplant Coordinator who has accumulated three hundred (300) or more hours of unused sick time as of the beginning of the pay period that includes December 1 may convert up to a maximum of eighty (80) hours of such unused sick time up to eighty (80) hours of vacation time. This conversion may be exercised only in the first pay period in December. Converted vacation is subject to existing policies and rules regarding the accrual and use of vacation.

Six months prior to the expiration of the parties' 2022 – 2025 collective bargaining agreement, the parties will evaluate the utilization and effectiveness of this pilot program.

This MOU and this pilot program expire August 31, 2025.