

# A G R E E M E N T

*Between*

**The  
Ohio Nurses Association/AFT, AFL-CIO**

and

**The  
Ohio State University**

July 1, 2019

through

July 1, 2022

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## **ARTICLE 1 RECOGNITION**

**Section 1:** This Agreement is made and entered into this July 1, 2019, 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 effects 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 state or federal statute, administrative rule, regulation, or court decision, such statute, administrative rule, regulation or court decision shall govern and prevail. All provisions of this Agreement not in conflict therewith shall continue in full force and effect.

## **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 check for ONA dues, an alphabetical list of all nurses whose dues have been deducted.

**Section 4:** ONA agrees that it will indemnify and save the University harmless from any action arising from the deduction of any dues 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 related to the ONA's mission 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.

**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 and the ONA or the ONA local unit shall be responsible for posting such material on other bulletin boards located in each area where bargaining unit nurses are scheduled to work. The Hospitals shall provide a link on OneSource 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 (20) hours per week per four (4) week schedule as part of the nurse's FTE for the purpose of conducting OSUNO business. Any nurse serving as a Vice President of the OSUNO shall be granted up to a cumulative twenty (20) 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 wages and benefits received by the OSUNO President and OSUNO Vice Presidents during these hours.

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

A Hospital Administrator will sponsor an office space request on behalf of the OSUNO within the first year of this Agreement.

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

## **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:** 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.

## **ARTICLE 7 EDUCATIONAL PROGRAM**

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

**Section 2:** Attendance at 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, the nurse shall be compensated for a minimum of two hours.

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

- Five (5), eight (8) hour professional days for nurses employed at a .9 FTE or higher
- Four (4), eight (8) hour professional days for nurses employed at a .8 FTE but less than a .9 FTE
- Three (3), eight (8) hour professional days for nurses employed at a .5 FTE but less than a .8 FTE

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

Upon approval by the Director, such professional leave 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 the role of a staff nurse and as such be a contributing member of the assigned unit. The orientation period will be dependent upon the specialty area requirements and demonstrated competencies of the individual. The orientation may be at least four (4) weeks provided the nurse has not previously completed a nursing orientation program at the Ohio State University Hospitals within the last year. The orientation program will include courses with content consistent with national care standards e.g., AORN, ONS, AACN, etc.

**Section 2: Centralized Orientation**

Orientation will be conducted by Nursing Education in cooperation with the patient care unit. During assigned unit time, information/observation will be provided by an appropriate staff person. Structured learning

opportunities in the classroom or skill laboratories will be provided including, but not limited to the following topics: IV therapy, medication administration systems, cardiopulmonary resuscitation and other emergency procedures, legal responsibilities, infection control, theory and skills, inter-departmental communications, and OSU policies and procedures.

### **Attainment of Unit-based Competency**

Application of skills in the clinical environment shall be under the direction of the unit preceptor. The unit preceptor will be an assistant nurse manager, or an experienced non-agency/non-traveler nurse designated by the nurse manager who demonstrates clinical competence in their respective area. It is recommended that an RN preceptor attend and complete the preceptor course offered by the Hospital. The preceptor shall normally have no charge responsibility and shall have reduced patient care assignments during this period. 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, patient care needs (theory/skills) and the concepts of the current method of patient care delivery. Patient care assignments are determined by the preceptor based on the nature of the patient population (nursing care requirements) and the learning needs of the orientee. Patient care assignments increase in complexity as orientee performance/competency indicates. The orientee should demonstrate evidence of integration of nursing concepts.

**Section 3:** During the orientation period, the orientation nurse shall have conferences at least weekly with either the preceptor, nurse manager, and/or 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 the type of units on which the nurse is expected to work regularly. A list of all float pool nurses with their competencies will be maintained in the house supervisor book.

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

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

**Section 7:** A nurse may assume charge nurse responsibilities upon attainment of unit-based competencies and charge orientation 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 in the written materials distributed or presented to participants in the orientation program.

**Section 10:** The Hospitals will provide a sixty (60) minute period of paid time during the 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 be one (1) per fifteen (15) 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. During or at the end of the probationary period the Hospitals may terminate the nurse at will and such termination shall not be subject to the grievance procedure in this Agreement. However, probationary nurses may only process grievances concerning payment or calculation of pay or violation of Article 10, Section 2.

## **ARTICLE 10 EMPLOYMENT**

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

**Section 2:** There shall be no discrimination either by the Hospitals or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, gender or transgender identify or expression, national origin, genetic information, religion, sex, sexual orientation, disability, military status, Vietnam-era

veterans' status, disabled veterans' status, age, 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.

**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 only apply for transfer to a new position after being in the nurse's current role for a period of twelve (12) months, including probationary period, unless otherwise approved by Nursing Administration. A nurse wanting to transfer within the twelve (12) month period should submit their request in writing to the unit Nurse Manager and copy the Director, ACNO, and CNO either alone or with the accompaniment and assistance of an ONA representative, if the nurse so wishes. Nursing Administration shall give the nurse a written response within ten (10) working days after the matter has been presented. If the nurse is not in agreement with Nursing Administration's response, the matter may be presented to the Director of Employee Relations, or designee, and a meeting held within ten (10) working days of submission. The nurse may have up to four (4) representatives of ONA present at the meeting. The Director of Employee Relations shall give a written response within ten (10) working days after the parties' last meeting. An exception to the twelve (12) month timeframe may be granted on one or more of the following exceptions, including but not limited to: department expansion; Hospitals expansion; or any work circumstance where a transfer would be in the best interest of both the organization and the nurse. No issue arising from this section will be subject to the grievance and arbitration procedure.

## **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. Staff nurses who have concerns about clinical skills of a travel/agency nurse should report such concerns to their nurse managers.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

**Section 1:** For the purposes of this Agreement, the term "grievance" is defined as a dispute between the University and ONA, or between the University and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment. The parties 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 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. Working days as used herein shall not include Saturdays, Sundays, or holidays. In the event the Medical Center does not respond timely at Step 1 or Step 2 of Section 1, then the ONA may advance the grievance to the next step by written notification to the Medical Center.

**Section 3:** Unless an extension is agreed to by the parties, any grievance which has not been assigned to an arbitrator within 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.

**Section 2:** It is expected that verbal counseling regarding general performance will be communicated as appropriate prior to formal corrective action being administered. 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 aforementioned 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.

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.

In double-holiday weeks, opportunities will be first offered to volunteers. A nurse who volunteers to work up to 8 additional hours will not be scheduled any other additional hours unless mutually agreed. 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 eight (8) 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.
5. Voluntary time off will be offered to regular nurses in order of seniority on a rotational basis (Voluntary time off on paid holidays 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.

**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 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: 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) hours off between shifts, when one such shift is a worked on-call shift.

**Section 6: 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 an ample opportunity 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 7:** Unless mutually agreed upon, no nurse can be displaced from a scheduled shift after the schedule is finalized.

**Section 8:** 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.

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 will be paid a float differential of \$2.50 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.

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.

**Section 9:** 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 10:** Nurses will be scheduled to be off duty at least two (2) out of every four (4) weekends. Exceptions are allowed if mutually agreed to by the nurse and the Hospitals. A nurse will have worked the weekend if the nurse works or is on approved benefit time for any two (2) shifts from 11:00 p.m. on Friday to 11:30 p.m. on Sunday. The Hospitals will endeavor to schedule weekend shifts on consecutive days.

**Section 11:** No nurse will be required to work more than five (5) consecutive days without a day off unless mutually agreed upon.

**Section 12:** 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 such extra hours work in order of hospital seniority.

Contiguous extra hours opportunities shall be considered one shift for the purposes of cancellation unless mutually agreed upon.

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

**Section 3:** If an insufficient number of volunteers are obtained pursuant to the procedure outlined above the nurse or nurses who have least recently worked 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, if possible.

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

**Section 5:** Nurses will be given reasonable notice before mandatory overtime is required. 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 6:** 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. Effective July 1, 2019 until June 30, 2020 no nurse may be mandated to work more than eight (8) extra hours in any four (4) week schedule.
- B. On July 1, 2020, the provisions in the paragraph Section 6(A) will no longer apply to the Agreement. Effective July 1, 2020 until June 30, 2021, no nurse may be mandated to work more than four (4) extra hours in any four (4) week schedule.
- C. On July 1, 2021, the provisions in the paragraph Section 6(B) will no longer apply to the Agreement. Effective July 1, 2021, 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.

- ii. In the unforeseen situation in which a nurse working in a procedural 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. In this paragraph, no nurse may be required to work extra hours more than one (1) time per week.

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

**Section 7:** 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 6 of this Article.

- A. Each unit will meet and determine procedures by majority consensus of sixty-five percent (65%) of those nurses who vote on the procedure. All nurses will be given an ample opportunity to vote. A unit procedure will be valid for the length of the agreement, unless modified by the foregoing procedure. 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:** 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 9:** Bargaining unit members may accrue not more than 240 hours of compensatory time. Any bargaining unit member who has accrued 240 hours of compensatory time shall, for additional overtime hours of work be paid overtime compensation. If compensation is paid to a bargaining unit member for accrued compensatory time, such compensation shall be paid at a regular rate earned by the bargaining unit member at the time of such payment. A bargaining unit member who has accrued compensatory time shall, upon separation of employment from the University for voluntary or involuntary reasons, including retirement or death, be paid for the unused compensatory time at 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 electronically accessible to all members.

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 or retires. Nurses who are rehired within 12 months assume their previous last date of hire adjusted by subtracting the time not employed. Effective January 1, 1992 nurses who resign their bargaining unit position

but remain University employees may return to a bargaining unit position and assume their accrued seniority, less the time they were not employed in the bargaining unit.

- B. Is terminated for cause.
- C. Is laid off for a period of more than twenty-four (24) months.
- D. Is absent without notice for three (3) consecutive working days unless the failure to give notice is for cause beyond the nurse's control.
- E. Fails to report to work at the expiration of a leave of absence without prior notice and for reasonable cause.
- F. Fails to report to work after recall from layoff within five (5) working days after being notified to report by certified mail unless reasonable cause is shown.

**Section 3:** On December 30 and June 30 of each calendar year, the Hospitals shall post on each nursing unit a seniority list containing, in order of seniority, the name, hospital seniority date, classification and assigned area of each nurse in the employee group covered by this Agreement. Any nurse desiring to challenge any of the information contained on such list must do so in writing to the Hospitals' Office of Human Resources within ten (10) calendar days after posting. However, nurses on vacation, sick leave or leave of absence will be given ten (10) calendar days from the time of their return to make objection to the list. A copy of all such lists will be forwarded to ONA and the OSUNO President of the local unit.

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

**Section 5:** If the Hospitals determine to layoff nurses in any nursing service, the following sequential procedure will apply:

- A. The Hospitals shall first seek voluntary time off from registered nurses in the affected service.
- B. If sufficient volunteers are not secured all temporary and probationary nurses employed by the Hospitals in the affected nursing service will first be laid off.

- C. If a further reduction is required and if, at the time of the reduction, the Hospitals contemplate that the reduction will not exceed fifteen (15) calendar days, nurses with the least Hospital seniority in the affected service will be laid off in inverse order of seniority provided the remaining nurses have the present ability to perform the work required.
- D. If, at the time of the reduction, the Hospitals contemplate that the reduction will exceed fifteen (15) calendar days, nurses with the least Hospital seniority in the affected service will be displaced from such service in inverse order of seniority. Displaced nurses will first be placed in a vacant posted RN position provided they have the ability to perform the work. 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. If no vacant position exists that a displaced nurse can be transferred to, then the nurse may exercise their Hospital seniority to displace the most recently employed probationary nurse or temporary nurse in the employee group covered by this Agreement. If there are no temporary or probationary nurses, nurses may exercise their seniority to displace a nurse with the least Hospital seniority in the employee group provided the nurse seeking to exercise the seniority has the ability to perform the work being performed by the least senior nurse. Any nurse so displaced shall be laid off.

Nurses laid off pursuant to sub-paragraph (C) hereof who are not recalled to work within fifteen (15) calendar days may exercise their Hospital seniority in the same manner as set forth in sub-paragraph (D) above.

- E. No nurse shall be laid off pursuant to the provisions of sub-paragraph (C) hereof more than a total of fifteen (15) calendar days in any calendar year.
- F. For the purpose of this Section the following areas shall be considered a Nursing Service:

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

- \* Inpatient
- \* Outpatient
- \* Perioperative
- \* Float Pool

University Hospitals

- \*Clinic Operations
- \*Clinical Resources
- \*Critical Care
- \*Diagnostic/Procedural
- \*Float Pool
- \*Medical/Surgical
- \*Pain Management
- \*Perioperative Nursing

- \*Dialysis
- \*Digestive Health
- \*Educ. Dev. and Res.
- \*Emergency Department
- \*Physical Medicine/Rehab
- \*Student Health Center
- \*Women and Infant

The Richard M. Ross Heart Hospital

- \* Inpatient
- \* Outpatient
- \* Perioperative
- \* Float Pool

OSU Harding Hospital

- \* Inpatient
- \* Float Pool

Brain & Spine Hospital

- \*Inpatient
- \*Float Pool

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

**Section 7:** While any nurse with Hospital seniority is on layoff, the Hospitals will not employ agency or per diem nurses without first offering such work to laid-off nurses who have the present ability to perform the required work.

**Section 8:** 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 9:** 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 10:** 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.

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

## **ARTICLE 18 OTHER LEAVES OF ABSENCE**

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

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

**Section 3:** Nurses who enter the military service shall be 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:** Court leave with pay will be granted to any nurse who is summoned or subpoenaed as a witness for a federal, state, local government or arbitration hearing.

**Section 6:** All nurses shall, in cases of illness, injury, or pregnancy related disability, be granted a leave of absence upon written request supported by medical evidence satisfactory to the Hospitals, for the period of disability, not to exceed one (1) year. Such leave is terminated automatically when the nurse is placed upon total and permanent disability or when the nurse is capable of returning to work as certified by the 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 one (1) year,



provided that the needs of the Hospitals, as determined by the Hospitals, allow an absence, and provided, further, that the reason given is such as to make the leave necessary.

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

**Section 9:** Family leave 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.

**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
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 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 may accumulate vacation pay and vacation time off up to two-hundred and forty (240) hours. Any accumulated vacation on a nurse’s anniversary 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 appeal to the Medical Center’s Administrator of Human Resources when a nurse’s vacation balance is eliminated under Article 20, Section 3. The appeal shall specify the reason(s) why the nurse seeks to have eliminated hours restored to the nurse’s vacation balance. The Administrator shall, in their discretion, decide whether the nurse’s balance was eliminated due to the nurse’s inability to use the eliminated hours because the operational needs of the Medical Center reasonably precluded the nurse’s use of these hours. The Administrator shall have the discretion to grant or not grant the nurse’s appeal and 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 time off may be taken during the twelve (12) months following the nurse’s anniversary date and shall be scheduled in accordance with the operational needs of the department subject to the approval of the appropriate departmental administrator. 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 of five (5) or more consecutive days which will commence and end between May 1st and September 30th shall be made in writing by the nurse prior to February 15th. The nurse’s vacation request should indicate the nurse’s first and second choice as to vacation weeks. Effective January 1, 2021, a first round request shall be limited to five (5) vacation weeks. Conflicts in choices within nursing units will be resolved on the basis of Hospital seniority insofar as is reasonably possible. The

Hospital shall post a vacation schedule for the period May 1st to September 30th by March 15th. If a nurse did not get the requested vacation weeks on the schedule posted by March 15th, the nurse may resubmit a request by March 22nd for any open slots on the posted vacation schedule. The Hospitals shall post the schedule which includes second requests by April 5th.

- B. Requests for vacation of five (5) or more consecutive days which will commence and end between October 1st and April 30th shall be approved or disapproved 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 Hospital seniority, insofar as is reasonably possible.
- C. All other vacation requests shall be submitted to the appropriate supervisor and approved or disapproved within thirty (30) days of receipt.
- 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. The Parties agree that a task force will be established through the Vacation Scheduling Side Letter no later than July 1, 2020.

## **ARTICLE 21 WAGES AND BENEFITS**

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

Effective the pay period that includes September 1, 2019, nurses will receive a base pay increase of 2.5%.

Effective the pay period that includes September 1, 2020, nurses will receive a base pay increase of 2.0%. If the Medical Center merit budget is greater than 2.0%, the 2.0% will be increased by the difference between the Medical Center merit budget and 2.0%.

Effective the pay period that includes September 1, 2021, nurses will receive a base pay increase of 2.0%. If the Medical Center merit budget is greater than 2.0%, the 2.0% will be increased by the difference between the Medical Center merit budget and 2.0%.

For nurses who have not reached their pay range maximum, in addition to the across the board increases referenced above, a nurse may be eligible for a market adjustment. Nurses may refer to the New Hire Wage Chart for their new base hourly rate of pay which will include any applicable across the board increase and market adjustment.

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.

Effective the pay period that includes September 1, 2019, nurses who receive less than a 1% market adjustment in year one of this contract will receive a onetime lump sum cash pay-out for the difference between the market adjustment they received (if any) and 1% of their base hourly 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 shall in the pay period within which the next September 1 falls receive 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, he/she 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 three dollars (\$3.00) 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.

## **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.

<u>PERCENTAGE OF APPOINTMENT</u>	<u>MINIMUM EMPLOYEE CONTRIBUTION PERCENTAGE</u>
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.



## **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:** Upon the 10<sup>th</sup> anniversary with the University, and thereafter, an RN shall be eligible for an "A" parking sticker. Clinical Nurse Specialists shall be eligible for "A" parking stickers.

**Section 7:** 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.

## **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**  
**DURATION**

**Section 1:** This Agreement, effective July 1, 2019 shall continue in full force and effect until midnight July 1, 2022 and thereafter from year to year unless either party gives sixty (60) days' written notice prior to July 1, 2022 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.

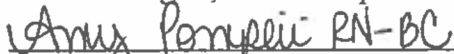
This agreement is approved and signed by the following:

**The Ohio Nurses Association:**



Bob Cousins, Deputy Executive Officer, ONA

  
Dennis Dugan, Labor Representative, ONA



Amy Pompeii, RN-BC



Baylee Stiers, BSN, RN



Bret Apple II, MS, RN, CNL, CNOR



Christine Frank-Scott, BSN, RN, JD, CCRN




Crystal Hughes, BSN, RN, OCN



Elizabeth DiGiamantoni, BSN, RN, OCN



Holly Rowe, BSN, RN, CCRN



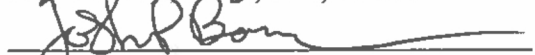
Janet Timmons, RN



Jessica Frymyer, BSN, RN, CNOR



Jim Oakley, BSN, RN, CCRN



Joshua Bower, RN



Larry Hutson, RN, OCN

 *ONA President*

Rick Lucas, BSN, RN, OCN, VA-BC CCRN

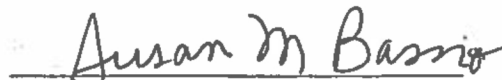


Anthony Myers, RN, CCRN



Nicole Baltich, MSN, APRN-CNS, AGCNS-BC, ACCNS-AG, CCRN

**The Ohio State University:**



Susan M. Basso

Senior Vice President for Talent,  
Culture and Human Resources  
Human Resources

David Simpson

Erika Pearsol-Christie

Tom Ramey

Kris Kipp

Jacalyn Buck

Brenda Kendall

Shannon Thompson

Mary Justice

Traci Mignery

Jamie Baldwin

Blaze F. Hirsch

Karen Kuhns

Lori Wegener

Meagan Paskins

Lauren Berger

Kristie Henneman

Brandon Gibbs

Donald B. Gibson

## **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**

	<b>Staff Nurse A</b>	<b>Staff Nurse B</b>	<b>Staff Nurse G</b>
9/1/2019	\$25.15 - \$43.78	\$25.85 - \$45.00	\$26.58 - \$46.26
9/1/2020	\$25.65 - \$43.78	\$26.37 - \$45.00	\$27.11 - \$46.26
9/1/2021	\$25.65 - \$43.78	\$26.37 - \$45.00	\$27.11 - \$46.26

<b>Float</b>	<b>Staff Nurse A Float</b>	<b>Staff Nurse B Float</b>	<b>Staff Nurse G</b>
9/1/2019	\$27.67 - \$48.16	\$28.44 - \$49.50	\$29.24 - \$50.89
9/1/2020	\$28.22 - \$48.16	\$29.01 - \$49.50	\$29.82 - \$50.89
9/1/2021	\$28.22 - \$48.16	\$29.01 - \$49.50	\$29.82 - \$50.89

	<b>Clinic Nurse A</b>	<b>Clinic Nurse B</b>	<b>Clinic Nurse G</b>
9/1/2019	\$24.70 - \$42.52	\$25.40 - \$43.78	\$26.11 - \$45.00
9/1/2020	\$25.25 - \$42.52	\$25.95 - \$43.78	\$26.68 - \$45.00
9/1/2021	\$25.25 - \$42.52	\$25.95 - \$43.78	\$26.68 - \$45.00

	<b>Clinical Nurse Specialist</b>	<b>Clinical Nurse Specialist G</b>
9/1/2019	\$31.35 - \$53.00	\$32.23 - \$54.48
9/1/2020	\$34.00 - \$56.00	\$34.95 - \$57.57
9/1/2021	\$35.50 - \$58.00	\$36.49 - \$59.62

	<b>Nursing Staff Dev. Coord.</b>	<b>Nursing Staff Dev. Coord. G</b>
9/1/2019	\$28.32 - \$45.77	\$29.11 - \$47.05
9/1/2020	\$29.45 - \$46.75	\$30.28 - \$48.06
9/1/2021	\$30.00 - \$46.75	\$30.84 - \$48.06

	<b>Enterostomal Coord / PICC Nurse</b>
9/1/2019	\$28.66 - \$49.17
9/1/2020	\$29.70 - \$49.17
9/1/2021	\$29.70 - \$49.17

	<b>Enterostomal Coord / PICC Nurse G</b>
9/1/2019	\$29.46 - \$50.55
9/1/2020	\$30.54 - \$50.55

9/1/2021 \$30.54 - \$50.55

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

<b>Experience Equivalency</b>	<b>Credit</b>
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%
All other military service	25%
LPN or surgical technologist	50%

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

<b>Experience Weighting**</b>	<b>Credit</b>
Full-Time ( $\geq 75\%$ 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.

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 nurses shall be paid the following hourly rates:

IRP	Float IRP
\$38.00	\$41.80

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 1560 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 IRP hire 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.

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 PARKING**

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 6:00 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.

## **SIDE LETTER ON ATTENDANCE POLICY TASK FORCE**

In an effort to promote collaborative discussion related to time and attendance, a task force shall be established no later than January 1, 2017. The representatives of the task force shall be mutually named. The purpose of the task force will be to evaluate the current Medical Center attendance policy and to make recommendations for improvement of the policy that mutually benefit the Hospitals and 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.
2. Produce consistent scheduling guidelines for nursing units. In the event a scheduling guideline changes or modifies the collective bargaining agreement, the change or modification must be in writing and agreed to by the parties.
3. Implement staff nurse scheduling representative, including training and education.
  - a. The nurse scheduling representative will be allotted up to eight (8) hours per four-week schedule and will be directly involved in the scheduling process.
  - b. The nurse scheduling representative for each unit will be elected by the unit's ULC.
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 WORKPLACE CULTURE TASKFORCE**

The parties are committed to providing a workplace where all employees are treated in a manner that reflects the values and standards of dignity and respect. It is agreed that workplace bullying is inappropriate and unacceptable.

In an effort to promote a professional work place culture, a task force will be established to:

1. Evaluate evidence-based practice that promotes professional workplace culture
2. Assess current nursing unit workplace culture
3. Produce recommendation(s) to improve workplace culture and nursing staff professional development
4. Develop a plan to monitor outcomes and effectiveness of taskforce work
5. Develop a comprehensive communication plan to promote taskforce work
6. Provide taskforce report monthly at the Labor-Management Committee meeting

The task force will meet within 30 days of Contract execution and will meet for at least 12 months to complete taskforce recommendations. Taskforce recommendations will be submitted to OSUWMC Director of Employee and Labor Relations, OSUHS Chief Nurse Executive, James Chief Nursing Officer and the OSUNO Executive Committee.

The task force shall be co-chaired by a member of OSUNO and a member of Nursing Administration. Taskforce participants shall consist of up to six (6) attendees from OSUNO and six (6) attendees from Nursing Administration as well as a representative from Human Resource Department, ED&R, an assigned ONA Labor Relations Specialist(s), and the Director of Employee and Labor Relations (or designee). Monthly meetings will be scheduled and cancelled by mutual agreement.

## **SIDE LETTER ON VACATION SCHEDULING**

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

1. Evaluate current nursing unit vacation scheduling practices and guidelines.
2. Conduct an evidence-based review of vacation scheduling practices.
3. Draft an equitable vacation access model and vacation scheduling process.
  - a. Vacation scheduling changes or modifications must be in writing and agreed to by the parties.
4. Implement new vacation scheduling model, including communication, training and education.
5. Establish vacation scheduling outcome metrics to evaluate model effectiveness.

The parties agree that no later than July 1, 2020, the task force will commence and meet biweekly for a period not to exceed one hundred and twenty (120) days. If the parties do not reach an agreement by November 1, 2020, either party may request the presence of a mediator.

Upon agreement, implementation of the new model will be effective January 1, 2021.

The task force shall be co-chaired by a member of OSUNO and a member of Nursing Administration. Participants shall consist of up to six (6) attendees from OSUNO (three of which shall have less than five years of seniority) and six (6) attendees from Nursing Administration, as well as an assigned ONA Labor Relations Specialist 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. Meetings will be scheduled and cancelled by mutual agreement. The task force will provide regular updates to the Labor Management Committee 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 shall implement a staffing plan that provides adequate, appropriate, and quality delivery of health care services and protects patient safety. Implementation of an acuity-based staffing plan based on evidenced based, nationally benchmarked staffing practices shall take full effect by July 1, 2020. 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:

<b>Minimum Staffing Levels (RN:Patient)</b>	
<b>Acute Care Medical-Surgical</b>	1:4
<b>Progressive Care</b>	1:3
<b>Blended Acuity (PCU/Medical-Surgical)</b>	1:3
<b>Critical Care/ICU</b>	1:1-2
<b>Blended Acuity (ICU/PCU)</b>	1:2
<b>ED</b>	
• Trauma	1:1 (Active Trauma Status 2:1)
• Critical Care	1:2
• Psychiatry	1:4-5
<b>OR</b>	1:1
<b>PACU</b>	1:1-2
<b>Labor &amp; Delivery</b>	1:1-2
<b>Antepartum</b>	1:3
<b>Postpartum</b>	1:3 couplets
<b>Neonatal</b>	
• Intensive Care	1:1-2
• Intermediate Care	1:2-3
• Continuing Care	1:3-4
<b>Rehabilitation</b>	1:5
<b>Acute Psychiatric Adult*</b>	
<b>Acute Psychiatric Adolescent*</b>	

\*Pursuant to Ohio Administrative Code Chapter 5122-14.

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.

**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.

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.

## **MEMORANDUM OF UNDERSTANDING MEDIATION PROGRAM**

This Memorandum of Understanding is made and entered into the 1<sup>st</sup> 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 picks up an additional 4-hour block of extra hours will be paid \$125 for each 4-hour block (amount to be prorated for procedure units \$31.25/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 \$100 for each 4 hour block of extra hours worked in an in-patient unit and \$50 for each 2 hour block of extra hours worked in an ambulatory/procedural unit.
- 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. 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 (\$50 for ambulatory/procedural and \$100 for in-patient). 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.

- c. 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.
- d. 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.
- e. Approval to work incentive pay shifts outside of a home unit shall not be unreasonably withheld.
- f. 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.
- g. Notwithstanding Appendix D of the 2019-2022 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 after they are scheduled for their 16 hours per 4 week period per contract. Cancellation by the hospitals of the regularly scheduled IRP hours would not disqualify them from receiving the bonus.
- h. 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 July 1, 2022 with the exception of the Schedule Build referenced in section 1. a. which will expire December 31, 2020. Beginning no later than August 1, 2020, the Parties will commence negotiations for a new voluntary extra hours incentive program. If the parties are unable to reach an agreement by September 15, 2020, the parties shall submit the matter to arbitration. The process for selection of the arbitrator will be in accordance with the second paragraph of Article 12 Step 3, of the Collective Bargaining Agreement. Striking of arbitrators will take place within ten (10) working days of the parties receiving a panel. Upon selection of the arbitrator, the parties must hold a hearing within sixty (60) calendar days of the selection of the arbitrator. The arbitrator will have the

authority to craft a resolution to the outstanding issues. The arbitrator's award will be issued within thirty (30) calendar days of the hearing and implemented as soon as practicable.

- i. This MOU supersedes any previous agreements executed by the parties regarding this subject.
- j. This MOU does not establish a precedent for how similar matters will be addressed in the future.

**MEMORANDUM OF UNDERSTANDING  
EXPERIENCE CREDIT**

Effective September 1, 2019, nurses hired on or before June 30, 2013, and who have not reached the maximum of their pay range will receive one (1) additional year of service credit and move to the appropriate tier on the New Hire Wage Chart.

The parties agree that as of the effective date of this agreement, all disputes concerning credited years of service as applied under the July 1, 2013 Collective Bargaining Agreement are fully resolved.

**MEMORANDUM OF UNDERSTANDING  
RHODES CORRIDOR 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 2016-2019 collective bargaining agreement between the Parties (the “CBA”) shall be directed to Tom Ramey, David Simpson, Kristie Henneman, or designee. If these individuals’ duties should change or they leave the Hospital’s employ, ONA/OSUNO agrees to provide the “reasonable notice” to such individual(s) as the Hospital may direct by way of written notice to the ONA’s staff representative.
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. Requests to set up a table outside the Rhodes Corridor entrance will be made subject to the provisions of Article 4, Section 1 of the CBA. ONA/OSUNO agree to comply with Hospital policy and procedure regarding the use of the Rhodes Corridor. The Hospital agrees to assist ONA/OSUNO in coordinating reservation of the requested space. No individual request for the use of the Rhodes Corridor space will be unreasonably denied.

The Parties agree that the list of bulletin boards attached as Exhibit A to this MOU 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 bulletin boards identified in Exhibit A, 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 Exhibit A 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. This MOU will be in full force and effect until the expiration of the current collective bargaining agreement, July 1, 2022.

Exhibit A

Unit	Building	Room #	Electronic Board	Bulletin Board	Comments
JMICU	CCCT	C1120	X	X	shared w/JSICU; additional communication boards in staff restrooms
JSICU	CCCT	C1120	X	X	shared w/JMICU; additional communication boards in staff restrooms
JNCCU	CCCT	C1019	X	X	shared w/UHNCCU; additional communication boards in staff restrooms
UH NCCU	CCCT	C1019	X	X	shared w/JNCCU; additional communication boards in staff restrooms
UH MICU	CCCT	A1115	X	X	additional communication boards in staff restrooms
UH SICU	Doan	DW453	-	X	
KMICU	Doan	DW453	-	X	since staff lounge shared w/UH SICU, mostly post in A-pod nursing station space
8PCU	Rhodes	R857	X	X	
4Ross	Ross	H4074	-	X	staff lounge
UH ED	CCCT	D0012	X	X	
JED	CCCT	D0004	X	X	12 electronic boards deployed across the entire department footprint; both D0012 and D0004 staff lounges are shared with James and UH staff
UH 4th Floor PACU		425		X	large board QI
UH 4th Floor PACU		425		X	2 smaller 1 EDU and 1 nurses corner
UH 4th Floor PACU		425	X		1 electronic monitor
Outside UH PACU		S427		X	S427 breakroom
Outside UH PACU		S439M/S439T		X	In between S439m and S439t ULC board

Unit	Building	Room #	Electronic Board	Bulletin Board	Comments
7 ERU	Rhodes	S765		X	
8 ERU	Rhodes	S717		X	
9 ERU	Rhodes	S709		X	
SPR 3 <sup>rd</sup> floor	BSH	Rm 367		X	
SPR 3 <sup>rd</sup> floor	BSH	Rm 325		X	
SPR 3 <sup>rd</sup> floor	BSH	Rm 349		X	
Dodd 3	Dodd/Davis	3126 C for		X	
Dodd 4	Dodd/Davis	4126		X	
8 WD	895	Doan		X	
9WD	993	Doan		X	993 West Doan
9 ED	954	Doan		X	954 East Doan
9WR	996	Rhodes	X	X	S996 West Rhodes
9 ER	909	Rhodes	X	X	S909 East Rhodes
10 ED	1054	Doan		X	1054 East Doan
11 WD	1174	Doan		X	1174 West Doan
11 ED	1129	Doan		X	1129 East Doan

Unit	Building	Room #	Electronic Board	Bulletin Board	Comments
11 ER	S1100	Rhodes		X	S1100 11 East Rhodes
7 BASH	749	BSH	X		749 BASH
8	847	BSH	X		
9	947	BSH	X		
10	1047	BSH	X		
10ER	1009	Rhodes		X	
10WR	1095	Rhodes		X	
Dialysis	1060	Rhodes		X	
6W Doan	674	Doan		X	
L&D	W633			X	
Float Pool	146	N. Doan	X	X	
Post-Partum	769	Doan		X	769 staff lounge
Post-Partum	747	Rhodes		X	747 staff lounge
Post-Partum	732	Doan		X	732 staff locker room
UH Same-Day	419	BSH		X	Room 419 Brain and Spine, breakroom
UH OR	S427	Rhodes		X	S427 Rhodes, breakroom



Unit	Building	Room #	Electronic Board	Bulletin Board	Comments
UH OR	S419	Rhodes		X	S419 Rhodes, electronic board by our front desk
UH OR	S416	Rhodes		X	S416 Rhodes, electronic board located in the outer core by OR 16
Ross OR	S4274	Ross		X	S4274, breakroom
Ross OR	S4271	Ross		X	S4271, men's locker room
Ross OR	S4266	Ross		X	S4266, women's locker room
Ross EP	Ross	H2264		x	staff lounge
Ross Cath	Ross	H2264		x	staff lounge
Ross IPR	Ross	H2264		x	staff lounge
2 Ross	Ross	H2074		x	staff lounge
5 Ross	Ross	H5074		x	staff lounge
6 Ross	Ross	H6074		x	staff lounge
7 Ross	Ross	H7074		x	staff lounge
5NP	Harding				5NP- no bulletin board
4NP	Harding			X	4NP-small board on back of door in locker room (454)
3NP	Harding			X	3NP-small board in locker room (354) and one in report room (352)
2NP	Harding			X	2NP - small board in locker room (254) and one in report room (252)

Exhibit A cont.

<b>Room Number [233]</b>	<b>Organization [30]</b>	<b>Sub-Room Type [102]</b>
A155	1st Fl Hem & Transplant Clinic (96760)	Break Room/Kitchenette
A155A	1st Fl Hem & Transplant Clinic (96760)	Locker Room
C120B	Imaging (96010)	Break Room/Kitchenette
C120C	Imaging (96010)	Locker Room
D120V	Inpatient Pharmacy (96725)	Break Room/Kitchenette
D120W	Inpatient Pharmacy (96725)	Locker Room
C224	Radiation Oncology (96720)	Locker Room
C230	Radiation Oncology (96720)	Break Room/Kitchenette
A517	Clinical Treatment Unit (96769)	Locker Room
A596	5 W - Head & Neck Clinic (96050)	Locker Room
B546	5 E - Hem Clinic (96763)	Break Room/Kitchenette
D566	5 E - CHEMO (96766)	Locker Room
D581	Operating Room (96716)	Break Room/Kitchenette
D591A	Operating Room (96716)	Locker Room
D595A	Operating Room (96716)	Locker Room
A023	Facilities Planning & Ops (96870)	Break Room/Kitchenette
A023A	Facilities Planning & Ops (96870)	Locker Room
D004	Emergency Department (99438)	Break Room/Kitchenette
D012	Emergency Department (99438)	Break Room/Kitchenette
C1015	10 CCT - Neuro ICU (98500)	Locker Room
C1019	10 CCT - Neuro ICU (98500)	Break Room/Kitchenette
D1000	10 CCT - Neuro ICU (98500)	Break Room/Kitchenette
D1006	10 CCT - Neuro ICU (98500)	Break Room/Kitchenette
A1111	11CCT Medical ICU (99133)	Locker Room
A1115	11CCT Medical ICU (99133)	Break Room/Kitchenette
C1120	Surg ICU (96101)	Break Room/Kitchenette
C1122	Med ICU (96100)	Locker Room

<b>Room Number [233]</b>	<b>Organization [30]</b>	<b>Sub-Room Type [102]</b>
A1407	14 E,W and 15W - BMT (96140)	Locker Room
A1409	14 E,W and 15W - BMT (96140)	Locker Room
D1435	14 E,W and 15W - BMT (96140)	Break Room/Kitchenette
B1508	15 E - ACUTE LEUKEMIA (96150)	Break Room/Kitchenette
B1509	15 E - ACUTE LEUKEMIA (96150)	Locker Room
B1608	16 E W - HEMATOLOGY (96160)	Break Room/Kitchenette
B1609	16 E W - HEMATOLOGY (96160)	Locker Room
B1708	17 E W - Med Onc and Benign HEM (96171)	Break Room/Kitchenette
B1709	17 E W - Med Onc and Benign HEM (96171)	Locker Room
B1808	18 E W - ONC, ORTH, SARCOMA TS (96181)	Break Room/Kitchenette
B1809	18 E W - ONC, ORTH, SARCOMA TS (96181)	Locker Room
B1908	19 E W - SONC PLASTIC, GEN SURG (96191)	Break Room/Kitchenette
B1909	19 E W - SONC PLASTIC, GEN SURG (96191)	Locker Room
B2008	20 E W - GYN and URO (96201)	Break Room/Kitchenette
B2009	20 E W - GYN and URO (96201)	Locker Room
B2108	21 E W - HN and NEURO (96211)	Break Room/Kitchenette
B2109	21 E W - HN and NEURO (96211)	Locker Room
L020	Facilities Planning & Ops (96870)	Break Room/Kitchenette
L068	Facilities Planning & Ops (96870)	Break Room/Kitchenette
L098	Facilities Planning & Ops (96870)	Break Room/Kitchenette

**New Hire Wage Charts**  
*Pay rates effective the pay period that includes 9-1-2019*

<b>Years of Credited Exp.</b>	<b>Staff Nurse A</b>	<b>Staff Nurse B</b>	<b>Staff Nurse G</b>	<b>Clinic Nurse A</b>	<b>Clinic Nurse B</b>	<b>Clinic Nurse G</b>
0	\$25.15	\$25.85	\$26.58	\$24.70	\$25.40	\$26.11
1	\$25.53	\$26.24	\$26.97	\$25.07	\$25.77	\$26.49
2	\$26.09	\$26.82	\$27.57	\$25.57	\$26.29	\$27.02
3	\$26.71	\$27.46	\$28.23	\$26.10	\$26.83	\$27.58
4	\$27.30	\$28.06	\$28.85	\$26.62	\$27.37	\$28.13
5	\$28.07	\$28.86	\$29.66	\$27.29	\$28.05	\$28.84
6	\$28.68	\$29.48	\$30.31	\$28.00	\$28.78	\$29.59
7	\$29.28	\$30.10	\$30.95	\$28.64	\$29.45	\$30.27
8	\$30.08	\$30.92	\$31.78	\$29.37	\$30.20	\$31.04
9	\$30.77	\$31.63	\$32.52	\$30.05	\$30.89	\$31.76
10	\$31.63	\$32.51	\$33.42	\$30.82	\$31.68	\$32.57
11	\$32.49	\$33.40	\$34.34	\$31.64	\$32.53	\$33.44
12	\$33.35	\$34.28	\$35.24	\$32.48	\$33.39	\$34.32
13	\$34.20	\$35.16	\$36.15	\$33.33	\$34.26	\$35.22
14	\$35.27	\$36.25	\$37.27	\$34.28	\$35.24	\$36.23
15	\$36.35	\$37.37	\$38.41	\$35.33	\$36.32	\$37.34
16	\$37.45	\$38.50	\$39.58	\$36.42	\$37.44	\$38.49
17	\$38.55	\$39.63	\$40.74	\$37.53	\$38.58	\$39.66
18	\$39.75	\$40.86	\$42.01	\$38.65	\$39.73	\$40.84
19	\$41.00	\$42.15	\$43.33	\$39.82	\$40.94	\$42.09
20	\$42.25	\$43.43	\$44.65	\$41.05	\$42.20	\$43.38
21 & Up	\$43.53	\$44.78	\$46.03	\$42.28	\$43.53	\$44.75
Max	\$43.78	\$45.00	\$46.26	\$42.52	\$43.78	\$45.00

*Pay rates effective the pay period that includes 9-1-2019*

<b>Years of Credited Exp.</b>	<b>Staff Nurse A Float</b>	<b>Staff Nurse B Float</b>	<b>Staff Nurse G Float</b>	<b>Enterostomal / PICC</b>	<b>Enterostomal / PICC G</b>
0	\$27.67	\$28.44	\$29.24	\$28.66	\$29.46
1	\$28.08	\$28.86	\$29.67	\$29.08	\$29.89
2	\$28.70	\$29.50	\$30.33	\$29.85	\$30.69
3	\$29.38	\$30.21	\$31.05	\$30.38	\$31.23
4	\$30.03	\$30.87	\$31.73	\$31.05	\$31.92
5	\$30.88	\$31.74	\$32.63	\$31.92	\$32.82
6	\$31.55	\$32.43	\$33.34	\$32.62	\$33.54
7	\$32.21	\$33.11	\$34.04	\$33.21	\$34.14
8	\$33.08	\$34.01	\$34.96	\$34.11	\$35.07
9	\$33.85	\$34.80	\$35.77	\$34.91	\$35.89
10	\$34.79	\$35.76	\$36.76	\$35.87	\$36.87
11	\$35.74	\$36.74	\$37.77	\$36.87	\$37.90
12	\$36.68	\$37.71	\$38.76	\$37.83	\$38.89
13	\$37.63	\$38.68	\$39.76	\$38.79	\$39.88
14	\$38.79	\$39.88	\$41.00	\$40.00	\$41.12
15	\$39.99	\$41.10	\$42.26	\$41.30	\$42.45
16	\$41.20	\$42.35	\$43.54	\$42.56	\$43.75
17	\$42.41	\$43.59	\$44.81	\$43.86	\$45.09
18	\$43.73	\$44.95	\$46.21	\$45.13	\$46.39
19	\$45.10	\$46.36	\$47.66	\$46.51	\$47.81
20	\$46.48	\$47.78	\$49.11	\$47.69	\$49.03
21 & Up	\$47.88	\$49.26	\$50.64	\$48.90	\$50.27
Max	\$48.16	\$49.50	\$50.89	\$49.17	\$50.55

*Pay rates effective the pay period that includes 9-1-2019*

<b>Years of Credited Exp.</b>	<b>Clinical Nurse Specialist</b>	<b>Clinical Nurse Specialist G</b>	<b>Nursing Staff Development Coordinator</b>	<b>Nursing Staff Development Coordinator G</b>
0	\$31.35	\$32.23	\$28.32	\$29.11
1	\$32.29	\$33.20	\$28.73	\$29.54
2	\$33.26	\$34.19	\$29.32	\$30.14
3	\$34.26	\$35.22	\$30.02	\$30.86
4	\$35.11	\$36.10	\$30.68	\$31.54
5	\$35.99	\$37.00	\$31.54	\$32.43
6	\$36.89	\$37.93	\$32.23	\$33.14
7	\$37.81	\$38.87	\$32.92	\$33.85
8	\$38.76	\$39.84	\$33.81	\$34.76
9	\$39.73	\$40.84	\$34.60	\$35.56
10	\$40.72	\$41.86	\$35.55	\$36.54
11	\$41.74	\$42.91	\$36.47	\$37.49
12	\$42.78	\$43.98	\$37.35	\$38.40
13	\$43.85	\$45.08	\$38.24	\$39.31
14	\$44.95	\$46.21	\$39.30	\$40.40
15	\$46.07	\$47.36	\$40.40	\$41.53
16	\$47.22	\$48.55	\$41.53	\$42.69
17	\$48.41	\$49.76	\$42.69	\$43.89
18	\$49.62	\$51.00	\$43.89	\$45.12
19	\$50.86	\$52.28	\$45.25	\$46.52
20 & Up	\$52.23	\$53.69	\$45.77	\$47.05
Max	\$53.00	\$54.48	\$45.77	\$47.05

*Pay rates effective the pay period that includes 9-1-2020*

<b>Years of Credited Exp.</b>	<b>Staff Nurse A</b>	<b>Staff Nurse B</b>	<b>Staff Nurse G</b>	<b>Clinic Nurse A</b>	<b>Clinic Nurse B</b>	<b>Clinic Nurse G</b>
0	\$25.65	\$26.37	\$27.11	\$25.25	\$25.95	\$26.68
1	\$26.42	\$27.16	\$27.92	\$26.01	\$26.74	\$27.49
2	\$27.22	\$27.98	\$28.76	\$26.79	\$27.54	\$28.31
3	\$28.03	\$28.82	\$29.62	\$27.59	\$28.37	\$29.16
4	\$28.73	\$29.54	\$30.36	\$28.28	\$29.07	\$29.89
5	\$29.45	\$30.28	\$31.12	\$28.99	\$29.80	\$30.64
6	\$30.19	\$31.03	\$31.90	\$29.71	\$30.55	\$31.40
7	\$30.94	\$31.81	\$32.70	\$30.46	\$31.31	\$32.19
8	\$31.72	\$32.60	\$33.52	\$31.22	\$32.09	\$32.99
9	\$32.51	\$33.42	\$34.35	\$32.00	\$32.89	\$33.82
10	\$33.32	\$34.26	\$35.21	\$32.80	\$33.72	\$34.66
11	\$34.16	\$35.11	\$36.09	\$33.62	\$34.56	\$35.53
12	\$35.01	\$35.99	\$37.00	\$34.46	\$35.42	\$36.42
13	\$35.88	\$36.89	\$37.92	\$35.32	\$36.31	\$37.33
14	\$36.78	\$37.81	\$38.87	\$36.20	\$37.22	\$38.26
15	\$37.70	\$38.76	\$39.84	\$37.11	\$38.15	\$39.21
16	\$38.46	\$39.53	\$40.64	\$37.85	\$38.91	\$40.00
17	\$39.22	\$40.32	\$41.45	\$38.61	\$39.69	\$40.80
18	\$40.01	\$41.13	\$42.28	\$39.38	\$40.48	\$41.61
19	\$41.00	\$42.15	\$43.33	\$40.17	\$41.29	\$42.45
20	\$42.25	\$43.43	\$44.65	\$41.17	\$42.32	\$43.51
21 & Up	\$43.53	\$44.78	\$46.03	\$42.28	\$43.53	\$44.75
Max	\$43.78	\$45.00	\$46.26	\$42.52	\$43.78	\$45.00

*Pay rates effective the pay period that includes 9-1-2020*

<b>Years of Credited Exp.</b>	<b>Staff Nurse A Float</b>	<b>Staff Nurse B Float</b>	<b>Staff Nurse G Float</b>	<b>Enterostomal / PICC</b>	<b>Enterostomal / PICC G</b>
0	\$28.22	\$29.01	\$29.82	\$29.70	\$30.54
1	\$29.07	\$29.88	\$30.72	\$30.60	\$31.45
2	\$29.94	\$30.78	\$31.64	\$31.51	\$32.40
3	\$30.84	\$31.70	\$32.59	\$32.46	\$33.37
4	\$31.61	\$32.49	\$33.40	\$33.27	\$34.20
5	\$32.40	\$33.30	\$34.24	\$34.10	\$35.06
6	\$33.21	\$34.14	\$35.09	\$34.95	\$35.93
7	\$34.04	\$34.99	\$35.97	\$35.83	\$36.83
8	\$34.89	\$35.86	\$36.87	\$36.72	\$37.75
9	\$35.76	\$36.76	\$37.79	\$37.64	\$38.70
10	\$36.65	\$37.68	\$38.74	\$38.58	\$39.66
11	\$37.57	\$38.62	\$39.70	\$39.55	\$40.66
12	\$38.51	\$39.59	\$40.70	\$40.54	\$41.67
13	\$39.47	\$40.58	\$41.71	\$41.55	\$42.71
14	\$40.46	\$41.59	\$42.76	\$42.59	\$43.78
15	\$41.47	\$42.63	\$43.83	\$43.65	\$44.88
16	\$42.30	\$43.48	\$44.70	\$44.53	\$45.77
17	\$43.15	\$44.35	\$45.60	\$45.42	\$46.69
18	\$44.01	\$45.24	\$46.51	\$46.33	\$47.62
19	\$45.10	\$46.36	\$47.66	\$47.25	\$48.58
20	\$46.48	\$47.78	\$49.11	\$48.20	\$49.55
21 & Up	\$47.88	\$49.26	\$50.64	\$49.17	\$50.55
Max	\$48.16	\$49.50	\$50.89	\$49.17	\$50.55



*Pay rates effective the pay period that includes 9-1-2020*

<b>Years of Credited Exp.</b>	<b>Clinical Nurse Specialist</b>	<b>Clinical Nurse Specialist G</b>	<b>Nursing Staff Development Coordinator</b>	<b>Nursing Staff Development Coordinator G</b>
0	\$34.00	\$34.95	\$29.45	\$30.28
1	\$35.02	\$36.00	\$30.33	\$31.18
2	\$36.07	\$37.08	\$31.24	\$32.12
3	\$37.15	\$38.19	\$32.18	\$33.08
4	\$38.08	\$39.15	\$32.99	\$33.91
5	\$39.03	\$40.13	\$33.81	\$34.76
6	\$40.01	\$41.13	\$34.66	\$35.63
7	\$41.01	\$42.16	\$35.52	\$36.52
8	\$42.03	\$43.21	\$36.41	\$37.43
9	\$43.09	\$44.29	\$37.32	\$38.37
10	\$44.16	\$45.40	\$38.25	\$39.32
11	\$45.27	\$46.53	\$39.02	\$40.11
12	\$46.40	\$47.70	\$39.80	\$40.91
13	\$47.56	\$48.89	\$40.59	\$41.73
14	\$48.75	\$50.11	\$41.41	\$42.57
15	\$49.97	\$51.37	\$42.23	\$43.42
16	\$50.97	\$52.39	\$43.08	\$44.29
17	\$51.98	\$53.44	\$43.94	\$45.17
18	\$53.02	\$54.51	\$44.82	\$46.08
19	\$54.09	\$55.60	\$45.72	\$47.00
20 & Up	\$55.17	\$56.71	\$46.40	\$47.70
Max	\$56.00	\$57.57	\$46.75	\$48.06

*Pay rates effective the pay period that includes 9-1-2021*

<b>Years of Credited Exp.</b>	<b>Staff Nurse A</b>	<b>Staff Nurse B</b>	<b>Staff Nurse G</b>	<b>Clinic Nurse A</b>	<b>Clinic Nurse B</b>	<b>Clinic Nurse G</b>
0	\$25.65	\$26.37	\$27.11	\$25.25	\$25.95	\$26.68
1	\$26.17	\$26.90	\$27.65	\$25.76	\$26.47	\$27.21
2	\$26.95	\$27.71	\$28.48	\$26.53	\$27.27	\$28.04
3	\$27.76	\$28.54	\$29.34	\$27.32	\$28.09	\$28.88
4	\$28.59	\$29.39	\$30.22	\$28.14	\$28.93	\$29.74
5	\$29.31	\$30.13	\$30.97	\$28.85	\$29.66	\$30.49
6	\$30.04	\$30.88	\$31.75	\$29.57	\$30.40	\$31.25
7	\$30.79	\$31.65	\$32.54	\$30.31	\$31.16	\$32.03
8	\$31.56	\$32.44	\$33.35	\$31.07	\$31.94	\$32.83
9	\$32.35	\$33.26	\$34.19	\$31.84	\$32.73	\$33.65
10	\$33.16	\$34.09	\$35.04	\$32.64	\$33.55	\$34.49
11	\$33.99	\$34.94	\$35.92	\$33.45	\$34.39	\$35.35
12	\$34.84	\$35.81	\$36.82	\$34.29	\$35.25	\$36.24
13	\$35.71	\$36.71	\$37.74	\$35.15	\$36.13	\$37.14
14	\$36.60	\$37.63	\$38.68	\$36.03	\$37.03	\$38.07
15	\$37.52	\$38.57	\$39.65	\$36.93	\$37.96	\$39.02
16	\$38.46	\$39.53	\$40.64	\$37.85	\$38.91	\$40.00
17	\$39.22	\$40.32	\$41.45	\$38.61	\$39.69	\$40.80
18	\$40.01	\$41.13	\$42.28	\$39.38	\$40.48	\$41.61
19	\$40.81	\$41.95	\$43.13	\$40.17	\$41.29	\$42.45
20	\$41.82	\$42.99	\$44.19	\$40.97	\$42.12	\$43.30
21 & Up	\$43.10	\$44.30	\$45.54	\$41.99	\$43.17	\$44.38
Max	\$43.78	\$45.00	\$46.26	\$42.52	\$43.78	\$45.00

*Pay rates effective the pay period that includes 9-1-2021*

<b>Years of Credited Exp.</b>	<b>Staff Nurse A Float</b>	<b>Staff Nurse B Float</b>	<b>Staff Nurse G Float</b>	<b>Enterostomal / PICC</b>	<b>Enterostomal / PICC G</b>
0	\$28.22	\$29.01	\$29.82	\$29.70	\$30.54
1	\$28.78	\$29.59	\$30.42	\$30.30	\$31.15
2	\$29.65	\$30.48	\$31.33	\$31.21	\$32.08
3	\$30.54	\$31.39	\$32.27	\$32.14	\$33.04
4	\$31.45	\$32.33	\$33.24	\$33.11	\$34.03
5	\$32.24	\$33.14	\$34.07	\$33.93	\$34.88
6	\$33.04	\$33.97	\$34.92	\$34.78	\$35.76
7	\$33.87	\$34.82	\$35.79	\$35.65	\$36.65
8	\$34.72	\$35.69	\$36.69	\$36.55	\$37.57
9	\$35.59	\$36.58	\$37.61	\$37.46	\$38.51
10	\$36.48	\$37.50	\$38.55	\$38.40	\$39.47
11	\$37.39	\$38.43	\$39.51	\$39.36	\$40.46
12	\$38.32	\$39.39	\$40.50	\$40.34	\$41.47
13	\$39.28	\$40.38	\$41.51	\$41.35	\$42.51
14	\$40.26	\$41.39	\$42.55	\$42.38	\$43.57
15	\$41.27	\$42.42	\$43.61	\$43.44	\$44.66
16	\$42.30	\$43.48	\$44.70	\$44.53	\$45.77
17	\$43.15	\$44.35	\$45.60	\$45.42	\$46.69
18	\$44.01	\$45.24	\$46.51	\$46.33	\$47.62
19	\$44.89	\$46.15	\$47.44	\$47.25	\$48.58
20	\$46.00	\$47.29	\$48.62	\$48.20	\$49.55
21 & Up	\$47.40	\$48.73	\$50.10	\$49.17	\$50.55
Max	\$48.16	\$49.50	\$50.89	\$49.17	\$50.55

*Pay rates effective the pay period that includes 9-1-2021*

<b>Years of Credited Exp.</b>	<b>Clinical Nurse Specialist</b>	<b>Clinical Nurse Specialist G</b>	<b>Nursing Staff Development Coordinator</b>	<b>Nursing Staff Development Coordinator G</b>
0	\$35.50	\$36.49	\$30.00	\$30.84
1	\$36.57	\$37.59	\$30.90	\$31.77
2	\$37.66	\$38.72	\$31.83	\$32.72
3	\$38.79	\$39.88	\$32.78	\$33.70
4	\$39.76	\$40.88	\$33.60	\$34.54
5	\$40.76	\$41.90	\$34.44	\$35.41
6	\$41.77	\$42.94	\$35.30	\$36.29
7	\$42.82	\$44.02	\$36.19	\$37.20
8	\$43.89	\$45.12	\$37.09	\$38.13
9	\$44.99	\$46.25	\$38.02	\$39.08
10	\$46.11	\$47.40	\$38.97	\$40.06
11	\$47.26	\$48.59	\$39.75	\$40.86
12	\$48.45	\$49.80	\$40.54	\$41.68
13	\$49.66	\$51.05	\$41.35	\$42.51
14	\$50.90	\$52.32	\$42.17	\$43.35
15	\$52.17	\$53.63	\$43.01	\$44.22
16	\$53.21	\$54.70	\$43.87	\$45.10
17	\$54.28	\$55.80	\$44.75	\$46.00
18	\$55.36	\$56.91	\$45.65	\$46.92
19	\$56.47	\$58.05	\$46.56	\$47.86
20 & Up	\$57.60	\$59.21	\$46.75	\$48.06
Max	\$58.00	\$59.62	\$46.75	\$48.06