

## **A Word From the Ohio Nurses Association:**

The Ohio Nurses Association was founded as a professional organization of registered nurses in 1904. Its purpose then, as it is today, is to work for the improvement of health standards and the availability of health care service for everyone.

For over 100 years, ONA continues to foster high standards of nursing practice and promotes the professional and educational advancement of nurses.

ONA is part of a federation structure. The “grass roots” of the structure is the district. ONA is the state level of the structure, and the American Nurses Association (ANA) is the national level. Every member of ONA is also a member of their local district, and is represented at the national level through ONA. Through this federation structure, ONA members have access to nearly unlimited nursing resources.

ONA is active in all facets of the profession of nursing. Programs and services provided to members include:

Economic and General Welfare. ONA is committed to the economic and general welfare of Ohio nurses. Since 1956, ONA has provided the E&GW program, which includes representation of nurses for collective bargaining purposes. Thousands of nurses in Ohio have already chosen ONA to represent them. The ONA E&GW staff provides the best representation for negotiations, grievances and arbitrations that your dues monies can buy. Our E&GW staff includes experienced attorneys who specialize in labor relations.

ONA believes that professional nurses must be able to practice under terms and conditions which enable them to deliver the best possible patient care, as well as terms which provide them with the best possible rewards for delivering it. To nurses who want to achieve that goal, ONA offers a full range of professional support services from advice on exercising their legal employment rights to negotiating and enforcing employment contracts.

For members who experience employment-related problems, but who cannot engage in collective bargaining, ONA provides support services such as advice and consultation on employee/employer relations.

ONA also provides professional insurance programs and through the Ohio Nurses Foundation (ONF), ONA provides research grants and scholarships to members enrolled in academic nursing programs.

Legislative Action. Your ONA membership adds strength to the official voice of professional nursing in Ohio. ONA initiates and promotes sound legislation to improve health care in Ohio and to advance nurses and the nursing profession. ONA’s legislative network and lobbyists work with the governor’s office, state agencies, legislature, and other groups to protect the best interests of the public and nurses. ONA represents Ohio’s nurses in powerful, prestigious arenas and is an effective leader in the policy-making process with influential governing bodies. It was ONA that fought for and achieved mandatory licensing of registered nurses in Ohio.

Continuing Education. Recognizing that continuing education is a responsibility for nurses, ONA has made a commitment to encourage and facilitate life-long learning for nurses. In addition to providing continuing education programs, ONA also directly provides continuing education programs through which nurses can earn contact hours.

Communication. ONA members receive regular and special publications which keep them up to date in their profession. ONA publishes the *Ohio Nurses Review*, which contains information about nurses and nursing in Ohio. Members receive this publication and ANA’s *American Nurse* as a benefit of membership. Membership in ONA also enables nurses to receive the *American Nurse Today* as a benefit. ONA and ANA also publish a wide variety of materials about nursing, which may be ordered through their publication catalogs.

ONA website [www.ohnurses.org](http://www.ohnurses.org) provides members with the current Ohio information. Additionally, ONA members can access national information through ANA's website, [www.nursingworld.org](http://www.nursingworld.org) and through the National Federation of Nurses (NFN), website, [www.nfn.org](http://www.nfn.org) ANA's labor affiliate.

Professional Nursing Support. ONA provides nursing practice consultation through its staff and its Council on Practice. Nurses have access to the most current accepted nursing standards of practice, standards for education of nurses, and for the delivery of nursing service.

ONA is available to help identify, support, and seek treatment for impaired nurses.

Because nurses are faced with increasingly difficult ethical dilemmas, the ANA Code of Ethics for Nurses, as well as other published discussions on ethical principles, is available to help you clarify your values and actions.

Enrichment opportunities. ONA offers participation in various committees and assemblies to enable members to know and work with their peers from around the state. Leadership opportunities are open to each and every member at the district, state, and national levels.

ONA's biennial convention provides a forum for nurses across the state to participate in the governance of their association. The convention offers members the opportunity to voice their opinion and add input which shapes the Association's direction. Business sessions and forums provide insight into the policies and procedures of the Association. Among the highlights is ONA's awards to pay tribute to outstanding nurses, and there are many continuing education opportunities during the convention schedule.

Other Services. ONA members have the resources of ONA and ANA available when needed. ONA staff can provide professional counseling and consultative services for practice problems or service and educational questions. Members requiring information on any aspect of nursing can find assistance through ONA. The combined expertise of the ONA staff means that accurate, up-to-date information is there when you need it.

Through participation in nursing's professional association, ONA members support a strong voice for the profession of nursing, and acknowledge their career commitment to professionalism.

## **ANA Code of Ethics for Nurses**

The Hospital recognizes that registered nurses subscribe to the ANA Code of Ethics for Nurses which was adopted June 30, 2001:

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status; personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve the integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

The Medical Center supports and endorses this individual subscription to this Code. Since by law, however, the Medical Center is ultimately responsible for all patient care performed within the Medical Center, the ONA recognizes that neither the Hospital nor any of its other employees are governed by the ANA Code of Ethics for Nurses, the ONA or the ANA Standards of Practice or the ANA Principles of Nurse Staffing.

It is hereby agreed, that individual elements in the above Code as well as the ONA or ANA Standards and/or Principles are not subject to the grievance/arbitration procedure of Article 8.

## **ANA Bill of Rights for Registered Nurses\***

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 in scopes of practices.
3. Nurses have the right to a work environment that supports and facilitates ethical practice, in accordance with the *Code of Ethics for Nurses* and its 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 their patients.
7. Nurses have the right to negotiate the conditions of their employment, either as individuals or collectively, in all practice settings.

Disclaimer: The American Nurses Association (ANA) is a national professional association. ANA policies reflect the thinking of the nursing profession on various issues and should be reviewed in conjunction with state association policies and state board of nursing policies and practices. State law, rules and regulations govern the practice of nursing. The ANA's "Bill of Rights for Registered Nurses" contains policy statements and does not necessarily reflect rights embodied in state and federal law. ANA policies may be used by the state to interpret or provide guidance on the profession's position on nursing.

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\*Effective June 26, 2001. This is for information purposes only and is not part of the terms and conditions of this collective bargaining agreement including its grievance and arbitration system.

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# ARTICLE 1

## Recognition

**Section 1.** This Agreement is made and entered into July 1, 2015, by and between the Ohio Nurses Association, hereinafter referred to as “ONA” and University of Cincinnati Medical Center, hereinafter referred to as “the Medical Center” or “UCMC.”

**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 the Medical Center administrators and representatives of the registered nurses.

**Section 3.** The Medical Center recognizes the ONA as the sole and exclusive representative of the registered nurses employed by the Medical Center in the classifications listed in Appendix A, as herein defined for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment.

**Section 4.** Except as hereinafter limited, the term “nurse,” as used herein, shall apply to and include full-time, part-time, and non-budgeted registered nurses as noted in Appendix A. If new positions as provided in Section 3 are added in which the ONA may have a community of interest, both parties will meet to discuss the possible inclusion of such positions in the bargaining unit.

**Section 5.** Except as hereinafter limited, the term “nurse” as used herein, shall exclude private duty nurses, supervisors, nursing administration, and all other classifications of personnel employed by the Medical Center.

**Section 6.** Each person employed by the Medical Center to practice professional nursing as a Registered Professional Nurse must be registered and licensed to practice as such in the State of Ohio.

**Section 7.** It is not the intention of the Medical Center to utilize Licensed Practical Nurses (LPNs), non-nursing, and/or paraprofessional personnel to perform professional nursing practices. It is the intention of the Medical Center that LPNs, non-nursing, and/or paraprofessional personnel will be used to augment the staff of registered nurses only to the extent that individual skills may ethically and legally be utilized. LPNs, non-nursing, and/or paraprofessional personnel will be utilized to assist and will be under the direction of staff nurses and the supervision of nursing management as it applies to patient care.

A. Only a registered nurse will assess, plan and evaluate a patient’s nursing care needs. Any delegation of nursing activities by a nurse to other personnel shall be accomplished in accordance with the Ohio Nurse Practice Act, the Standards of the Joint Commission, the ANA Standards of Practice, the ONA Standards of Practice, the Medical Center policy and applicable law.

**Section 8.** There is hereby established a Joint Classification Committee made up of three (3) representatives selected by the Medical Center and three (3) representatives selected by the ONA. The committee will meet when ONA challenges that nursing positions should be included into the bargaining unit. Upon receipt of a challenge, each party submits facts to the Joint Classification Committee. The committee can seek additional information. Resolution of classification disputes are final and binding on both parties when the committee reaches consensus by a unanimous vote. If the committee is unable to reach consensus, then the issues may be appealed to arbitration in accordance with Article 8.

ONA representatives on the Joint Classification Committee will be provided appropriate release time for participation in committee activities. The nurses will be paid for all time serving on the committee, and such time will be equivalent to time worked for benefit purposes.

UCMC will provide a copy of the job descriptions and qualifications established by the Medical Center for all ONA represented nurses at the Medical Center.

## **ARTICLE 2**

### **Non-Discrimination**

**Section 1.** There shall be no discrimination either by the Medical Center or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, gender, genetic information, religion, national origin, sexual orientation, age, disability, military status, application for or participation in the state workers' compensation system, or on account of membership, fair share or non-membership in or activity on behalf of ONA except as limited by Article 5, Section 1 hereof.

The Medical Center's Harassment policy (005-05) and the Medical Center's Equal Employment Opportunity Policy (002-03) are incorporated herein by reference and are available by electronic access or hard copy in Human Resources. Should UC Health enhance these policies for non-ONA employees, the Medical Center will offer the same enhancement to ONA members.

## **ARTICLE 3**

### **Management Rights**

**Section 1.** The management of the Medical Center, the control of the premises, and the direction of the nursing force are vested exclusively with the Medical Center. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote, suspend, or discharge nurses for just cause; to determine the shifts and the number of hours to be worked by nurses; to determine 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 policies and procedures with respect to patient care; to determine or change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this Agreement. It is further understood that nothing in this Agreement shall be construed as delegating to others, the authority conferred by law on any Medical Center official, or in any way abridging or reducing such authority. The above statement of management rights is understood to be descriptive and explanatory and is not restrictive. Finally, these rights shall not be used for the purpose of discriminating against any nurses on account of membership in or activity on behalf of ONA.

**Section 2.** The ONA, on behalf of the nurses covered by this Agreement, agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care, and the Medical Center agrees to receive and consider constructive suggestions submitted by the ONA including but not limited to during Labor Management Committee Meetings.

**Section 3.** All Nursing Department personnel policies, rules, and regulations will be provided to the President and Vice President of the local unit, otherwise known as the Registered Nurses Association, herein referred to as "RNA," When policies, rules and regulations are revised, the Medical Center will provide the revisions to the RNA President and Vice President at least seven (7) days prior to implementation, except where regulatory compliance makes less than seven (7) days necessary. Failure to comply with this section will not cause a policy, rule or regulation or the effective date thereof to become void.

## **ARTICLE 4**

### **No Strike or Lockout**

**Section 1.** It is understood and agreed that the services performed by nurses covered in this Agreement are essential to the public's health, safety and welfare. Therefore, the ONA agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action at a time which will interrupt or interfere with Medical Center operations. No nurse shall cause or take part in any strike, work stoppage, slow-down, or other action which will interrupt or interfere with the operation of the Medical Center. In the event of a violation of this section, the ONA agrees to take affirmative steps with the nurses concerned, to bring about an immediate resumption of normal work. If for any reason there is a work stoppage of this nature, parties to this Agreement will maintain continuous communications in an attempt to resolve the dispute concerned. RNA officers will exert a concerted effort designed to restore normal working conditions, after which formal negotiations will be pursued as appropriate to the condition concerned.

**Section 2.** Management agrees that it will not lock out nurses, nor will it do anything to provoke interruptions or to prevent such continuity of performance by said nurses, insofar as such performance is required in the normal and usual operations of Medical Center service. For purposes of this Agreement, a lockout shall be defined as the temporary laying off of employees solely as a means of bringing economic pressure to bear in support of the Medical Center's collective bargaining position, and shall not include layoffs because of lack of work, disciplinary layoffs, or layoffs for other similar reasons. A lockout determined to be illegal by a court or other authority with jurisdiction may include an award of lost wages to affected employee(s).

## **ARTICLE 5**

### **Association Activity – Visitation**

**Section 1.** Representatives of the ONA may enter the Medical Center for the purpose of meeting with nurses and Medical Center representatives under the Grievance Procedure provided herein or for purposes related to the ONA's educational activities with the permission of the Medical Center. Such representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Medical Center may establish.

**Section 2.** RNA President and Vice President or designee agree to provide the Office of the Chief Nursing Officer or designee with a monthly report of time paid to bargaining unit nurses to perform bargaining unit work. This work includes, but is not limited to representation at hearings, grievance investigations, Labor Management Committee meetings, negotiations, and other activities as requested by either party.

**Section 3.** Nurses who serve on the ONA Negotiation Committee shall be paid for time spent in negotiations with the Medical Center representatives during the regularly scheduled work hours of such employees and for such other time as is mutually agreed at negotiations to accommodate individual circumstances. Unless mutually agreed otherwise, time spent in scheduled negotiations will count toward that week's FTE.

**Section 4.** Members of the ONA Negotiating Committee shall be scheduled with the nurse's consent, only on the day shift during negotiations provided four (4) weeks notification of the nurses' names have been provided to the Medical Center.

**Section 5.** The Medical Center shall provide RNA with three (3) bulletin boards in the main Medical Center, one (1) of which is to be located on the first floor at a mutually agreed area and one (1) of which is to be located in the North Garage. Additional bulletin boards will be provided in Holmes, Barrett Center, Hoxworth, and Deaconess. In addition, upon request, and discussion and approval by NEC, space will be provided on existing bulletin boards in each unit's break room. Communications posted are subject to approval by Human Resources before posting. The Medical Center will provide the RNA, the local ONA bargaining unit, a mail slot in which mail can be delivered.

**Section 6.** During the first week of each orientation program, a list of the registered nurses along with their employee identification numbers participating in such program and included within the bargaining unit will be furnished to the RNA President and Vice President, and ONA. Such list shall include the unit assignments and whether the nurses are full-time, part-time or non-budgeted.

**Section 7.** The Medical Center will, in the written materials distributed to participants in the orientation program, include mutually agreed upon written information prepared and furnished by the ONA relating to the organization and its contractual relationship with the Medical Center. Included in such information may be the announcement of the date, time, and place of a meeting to be held by the ONA and/or RNA.

**Section 8.** RNA will be provided with secure, private, and adequate office space and secure storage space on the UCMC premises.

**Section 9.** Paid Time for Agreement Administration

- A. The executive board members, other officers and committee appointees of the local ONA committee may be released from work upon approval by the Medical Center for the administration of this Agreement. Nurses subject of such approved release from work will be compensated for lost hours from work. Compensated release will be for such things as grievance investigation and hearings, corrective action meetings, Labor Management Committee or Nursing Executive Council (President

and Vice President only) meetings or other union/management committee meetings. All nurses must request release from their department managers before the release from work will be granted. Such release time approval shall not be unreasonably denied.

- B. The Medical Center shall provide paid time to RNA elected President, Vice President, or designee, for two (2) standing eight (8) hour days each, totaling thirty-two (32) flexible hours per week within the budgeted FTE for the purpose of conducting grievance investigations, attending Step 1 grievance hearings and corrective action meetings, and proactive dispute resolution to reduce the number of grievances. Paid time for participation in the following is included, but not limited to: (1) Labor Management Committee, Nursing Executive Council, or other sub-committees under Article 22; (2) Step 2 grievance hearings; (3) Time spent under Section 3 of this Article regarding negotiations; (4) UCMC initiated call in of President and Vice President or their designees to handle urgent matters not reasonably handled within the standing days.
- C. The RNA will designate a minimum of five (5) UCMC nurses, who also serve as officers or executive board members, available to perform representation duties as needed and upon request of nurses or management.

## ARTICLE 6

### ONA Membership and Dues Deductions

**Section 1.** All nurses presently employed in positions covered by this Agreement who belong to the Ohio Nurses Association shall, as a condition of employment, maintain their membership or service fee status in good standing with ONA and RNA. All new employees shall, as a condition of employment, become members in good standing, or pay a service fee, no later than sixty (60) days after entering a bargaining unit position and shall maintain such membership. Nothing in this Section 1 changes the six (6) month probationary period for newly employed nurses under Article 7.

**Section 2.** The Employer agrees to deduct monthly ONA dues in whatever sum authorized by ONA from the pay of nurses who have voluntarily written authorization executed for that purpose including non-budgeted nurses and those who qualify for a reduced rate as designated by ONA. The amount shall include RNA local unit dues as determined by the local unit.

**Section 3.** The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse.

**Section 4.** Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the dues deduction. UCMC will furnish ONA, together with its check for ONA dues, an alphabetical list and employee identification number of nurses whose dues payments which have been deducted and the name of each nurse whose name has been dropped from the prior list and the reason for omission.

**Section 5.** The only exception to Section 1 of this Article is for nurses solely employed as UBI nurses who were not members of ONA on March 7, 1991. The exception for these nurses is applicable so long as the sole status of UBI nurse is maintained without a break of service, until a change in employment status occurs, or until membership in the ONA has been initiated. UBI nurses who were members of ONA on March 7, 1991 shall maintain such membership. UBI nurses hired after March 7, 1991, as a condition of employment, shall become members of ONA or pay a service fee no later than the first eligible pay period following sixty (60) days after entering a bargaining unit position.

**Section 6.** The Employer shall provide the RNA President and Vice President and ONA monthly with a complete alphabetical list of all nurses covered by this Agreement, FTE, rate of pay, employee identification number, home phone number, whether the nurse is on dues deduction, date of hire, and address, (provided the nurses update their addresses) indicating new hires with date of hire, promotions, change of status of exempt UBI nurses, changes to bargaining unit status (i.e. transferring from a non-bargaining unit position to a bargaining unit position), leaves of absence indicating date of initiation of leave and date of return to work, terminations with date of termination and resignations with date of resignation.

**Section 7.** The Employer shall also provide a listing which includes the names of the officers of the local unit and the unit representatives, work locations and telephone numbers and the address of the ONA office, provided that this information is given to the Employer prior to the orientation program.

**Section 8.** UCMC will provide a meeting room for the purpose of allowing the President and Vice President or a designee to meet with each group of orienting nurses for no less than forty-five (45) minutes. Such meeting will be on paid time for the orienting nurses and attendance will be mandatory. Prior to the orientation meeting, or in no case later than the meeting time, the Employer will provide to the local unit President and Vice President the names and unit assignments of the new hires. Copies of this contract will be distributed at this meeting.

**Section 9.** ONA agrees to reimburse the Medical Center for any reasonable attorney fees or other costs and to indemnify and hold harmless the Medical Center from any liability arising from claims,

demands, actions, complaints or suits that shall arise by reason of actions taken by the Medical Center for purpose of complying with the provisions of this Article with respect to the collection of service fees and/or membership dues which are commenced by a nurse against the Medical Center and/or ONA. If ONA is a party, ONA's counsel shall be lead counsel during any litigation or arbitration as described in this section and which concerns the service fees.

**Section 10.** The Medical Center will establish an e-mail account on the Medical Center system (subject to the Medical Center's Electronic Communications Policy) for access by RNA officers for purpose of the Medical Center sending notices and open communications pursuant to the Agreement to RNA; e.g. grievance answers, job postings.

## ARTICLE 7

### Probationary Period and Orientation

**Section 1.** Newly employed nurses shall be considered to be on probation for a period of six (6) calendar months, which period may be extended at the discretion of the Medical Center, however, the extension shall not exceed thirty (30) days. UCMC will make best efforts to notify RNA of extensions.

During or at the time of the probationary period or any extension thereof, the Medical Center may terminate the nurse at will and such termination shall not be subject to the grievance procedure in this Agreement.

**Section 2.** During the probationary period or any extension thereof, a nurse shall have no seniority rights, but at the end of the period, if retained in the Medical Center's employ, the nurse's Medical Center seniority shall be computed in accordance with Article 16.

**Section 3.** Each new nurse shall receive a six (6) week orientation program which covers information as determined by the Department of Staff Development and Education, the Competency Committee and Human Resources (including the importance and essential nature of long term disability insurance, especially as it relates to the nursing profession) and shall include an introduction to the ONA, including the fair share provisions.

After an interview and an offer is made to transfer into a new unit and prior to accepting the offer, a nurse shall have the opportunity to "shadow" with a nurse on that unit for a maximum of twelve (12) hours over 1 (one) pay period. The shadow must occur on the shift offered. The nurse shall be paid for such shadow time worked within the maximum twelve (12) hours. Nurses transferring into a new unit, including Float Pool/Divisional Core, or assuming shift leadership roles, shall receive an orientation tailored to the nurses' current skills, experience and competencies.

Orientation requirements may be modified by Medical Center management depending upon the education, experience and demonstrated clinical competence of an individual nurse.

The Medical Center will maintain an orientation/preceptor program. This process will include assessment of existing structures and refinement as necessary and work in collaboration with the unit based councils to develop a core framework. In addition, a documentation process will be developed that tracks progress and serves as a communication tool to close the feedback loop during the orientation period. The expectation will also include frequent communication with the orientee, preceptor and manager. Once the program has been developed it will be a collaborative responsibility of leadership and staff to implement the program for consistency and sustainability. In the event a nurse in orientation does not successfully complete the orientation period and the specific elements of the aforementioned structure are not met, the nurse will be afforded a thirty (30) day minimum extension of the orientation period. If in the judgment of Medical Center management the orientation is not successful, a meeting with the orientee, management and an RNA representative will be held. The structure shall not be subject to the grievance or arbitration process.

During the probationary period, the nurse shall receive monthly performance reviews. Failure to complete all monthly reviews will not impinge on management's right to fail a nurse on probation or give rise to the right to file a grievance in the case of failure of probation.

**Section 4.** Subsequent to the six (6) week orientation, the probationary nurse will normally be assigned to full participation as a member of the patient care team. In the event the probationary nurse's manager and education staff (if applicable) recommend a period of limited participation, the nursing leader of the area shall have the authority to approve an additional period of up to two (2) weeks of limited participation during which the probationary nurse will be involved in patient care as an observer and functioning nurse. During such time, the probationary nurse shall be under the direct and close supervision of the Manager in charge of the nursing unit involved. Limited participation as defined in this

Article shall mean a reduced patient to nurse ratio based on the acuity of the patient and the skill and experience of the nurse.

In the event that the manager and nursing leader of the unit feel additional limited participation is required, the Office of the Chief Nursing Officer shall review the situation and determine whether an additional period of limited participation shall be authorized. Any such decision shall not be subject to the grievance procedure herein.

**Section 5.** The following is effective for all positions posted. With the transfer to a new unit, a nurse may choose for whatever reason to return to the nurse's immediately preceding unit within one hundred and twenty (120) days or to transfer into another vacant position by notifying the current nursing leader of the nurse's desire to exercise this option. Upon return to the original unit the nurse will be given the nurse's previous shift if available, otherwise another available shift on the unit. If no position is available on the unit, the nurse will be offered the next available position (which remains unfilled) after the unit posting, but before the position is offered house-wide.

Within one hundred and twenty (120) days following a transfer, where a nurse's performance is unsatisfactory, the nurse may be transferred back to the immediately preceding unit. With such a transfer back to the original unit, the nurse will also be transferred to the previous shift held on that unit. When necessary, the nurse can return to the unit as an over hire. Dispute over an unsatisfactory performance evaluation which results in a subsequent return to a previous unit and shift is grievable in accordance with the procedure outlined in Article 8. The nurse may be required to return to the original unit while the grievance is being processed. Should there be a determination that the unsatisfactory evaluation and subsequent return to the original unit is without merit, the nurse may return to the unit from which the nurse had transferred prior to the incident, and all negative material relating to the transfers will be removed from the nurse's personnel files.

**Section 6. Cross Training.** The Medical Center will do cross training as follows: the Medical Center will consider nurses for cross training on a case-by-case basis outside comparable units (as defined in Article 16, Section 4 (G) (4) (a-g)) for nurses who are unable to meet their budgeted FTE or UBI requirement. Nurses interested in cross training will approach their current unit leader to obtain approval to cross train to another unit. Once approval has been granted, the nurse will approach the unit nursing leader to discuss and/or arrange for a cross training plan. Cross training hours and scheduling will be mutually agreed upon by the unit's nursing leader and the requesting nurse. All hours worked in orientation during cross training will be at the nurse's base rate of pay plus any applicable differential(s) but the nurse will not be eligible for the ONA weekend bonus.

Once cross training is complete, the nurse will agree to a one (1) year commitment to work in the cross trained unit/division. The commitment agreement will define the number of hours required per six (6) month period. The hours will reflect the needs of the unit/division. At the end of the six (6) month period, a new agreement may be signed to reflect the needs of the unit for the next six (6) months. All commitment agreements will be reviewed bi-annually at the LMC meeting.

Once the nurse has successfully completed cross-training orientation, the Medical Center agrees to provide and pay for any mandatory training pursuant to Article 19.

## **ARTICLE 8**

### **Grievance Procedure**

**Section 1.** For the purpose of this Agreement, the term “grievance” is defined as a dispute between the Medical Center and ONA, or between the Medical Center and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement or violation of a Medical Center work rule and/or policy. Any grievance must allege a violation of a specific provision of this Agreement. Nurses are encouraged to discuss informally with their ONA/RNA representative and the nursing leader any differences or disputes they have. Should no understanding be reached, the following procedure shall be observed.

ONA grievances, including ONA group grievances involving a substantial number of nurses, should contain the basic details of the grievance, the sections of the Agreement violated, and the remedy sought. A group grievance shall contain a description of the affected group known at the time of the filing. Such grievance may be filed by the ONA, or by the RNA representative. If the nurse(s) or ONA/RNA wish to carry the grievance higher, the nurse(s) or ONA must initiate each step within fourteen (14) calendar days of the decision being appealed.

Grievances not answered within the time limits prescribed in Steps 1 or 2 shall automatically advance to the next step unless such time limit is extended by mutual agreement confirmed by e-mail. The Medical Center and ONA/RNA may each maintain its own grievance log.

**Step 1.** Any nurse having a grievance will reduce the grievance to writing and must take it up at a meeting with the nurse’s immediate nursing leader or Human Resources designee, within fourteen (14) calendar days of the alleged grievance. Any grievance pertaining specifically to improper payment or calculation of a nurse’s rate of pay, or other economic benefits, or tenure (for purposes of seniority rights) must be filed within fourteen (14) calendar days after the nurse has knowledge or should have knowledge of the event upon which the grievance is based. An RNA representative will be present at the Step 1 meeting. The nursing leader or Human Resources designee shall render a written grievance decision within fourteen (14) calendar days. Copies of the written grievance decision will be provided to the grievant and RNA.

**Step 2.** If the grievance is not settled at Step 1 then it may be presented to Human Resources. A meeting with Human Resources and at least one member of the Nurse Executive Leadership or Human Resource Leader (who was not involved in the Step 1 grievance meeting) will be held with ONA and RNA representatives to discuss the grievance in an effort to resolve it. A written answer will be e-mailed to the RNA President and Vice President and ONA within fourteen (14) calendar days after the meeting. The date of the e-mail is deemed the answer date. In addition, the written answer will be mailed to the grievant’s home address within fourteen (14) calendar days of the decision.

It is understood that the Nursing Executive Leadership and Human Resources Leadership has made a commitment to the grievance process.

If the Medical Center has a grievance against ONA, it shall be reduced to writing within fourteen (14) calendar days of the alleged grievance and addressed to the ONA staff representative designated by ONA. The ONA staff representative will meet with the appropriate Administrator to

discuss the grievance. The ONA staff representative will mail a disposition to the Medical Center, in writing, within fourteen (14) calendar days after the date of the meeting.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, it may be presented to an impartial mediator from the Federal Mediation and Conciliation Services while concurrently being submitted to an impartial arbitrator for disposition upon the written request of ONA and/or the Medical Center, and the written mutual agreement of both. The initial request shall be made, in writing, within fifteen (15) calendar days after the Step 2 written answer has been received or the time limit for giving such an answer expires. The written mutual agreement shall be received no later than seven (7) calendar days after receipt of the initial request for mediation. In the event either party requests mediation in conjunction with arbitration and resolution is not obtained, both parties reserve the right to proceed to Step 4 of the grievance procedure. Any request for Mediation does not preclude the right to proceed to Arbitration. Mediator expense shall be shared by the parties as in Arbitration.

**Step 4.** If the grievance is not resolved as provided in Step 2 or 3, it may be submitted to arbitration upon request of either party.

The party requesting arbitration must notify the other party in writing within fifteen (15) calendar days of receipt of the Medical Center's Step 2 answer or receipt of the ONA Step 2 disposition.

In the event the matter is submitted to arbitration, an arbitrator shall be appointed no more than thirty (30) days after arbitration is invoked from the parties' panel of arbitrators in accordance with Section 2 of this Article.

## **Section 2. Arbitration**

- A. Following the appeal of a case to arbitration by either party, the parties shall alternately strike names from the panel list of seven (7) eligible arbitrators. The parties shall alternate striking first.
- B. The selected arbitrator shall be jointly notified to provide possible dates for a hearing within the next 45-60 days. The parties shall mutually agree upon the hearing date from those offered by the arbitrator. If the arbitrator cannot hear the case within that time frame then the parties shall jointly select another arbitrator from the list.
- C. Expedited Arbitration

The parties shall select a panel of seven (7) arbitrators who will agree as a condition of serving on this panel to abide by the expedited arbitration procedure.

The parties may by mutual agreement present a grievance to the expedited arbitration procedure as follows:

1. The decision of the arbitrator shall be final and binding on the parties. The arbitrator will issue a decision within thirty (30) days of the conclusion of the hearing
2. Except where the parties mutually agree, there will be no transcripts made of the proceedings and no post-hearing briefs will be filed; provided, however, live witness testimony at the arbitration shall be under oath, administered by the arbitrator.

3. Failure of the arbitrator to issue a decision within thirty (30) days of the conclusion of the hearing is without prejudice to the rights of any party, but may subject the arbitrator to the removal provisions of this Agreement.

#### Removal and/or Replacement of Arbitrator From the Panel

- A. Either party may request that an arbitrator be removed from the panel. The party requesting the removal, must make written notification to the other party.
  1. Removal of an arbitrator can only occur following their hearing of at least one case but must occur before they are assigned to a new case. The arbitrator being removed is to be jointly notified after all pending decisions have been issued.
  2. These same procedures shall apply if an arbitrator chooses not to remain on the panel or if an arbitrator vacancy occurs on the panel.
  3. The parties may mutually decide to replace an arbitrator from the original list or by mutual agreement from another source.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and arguments or the submission of briefs.

Expenses for arbitration service and proceedings shall be borne equally by the employer and ONA. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto. Any difference arising incidental to negotiations of terms of a new Agreement or modification or amendment to this Agreement shall not be subject to arbitration or submission of briefs.

Either party may have a transcript made of the proceedings at its expense provided it makes a copy available without charge to the arbitrator, and provided that it makes a copy available to the other party upon that party's request and payment of one-half (1/2) of the total expenses of the record and all copies.

**Section 3.** Grievances may be processed by the nurse or by the ONA/RNA representative filing the grievance during working hours. Grievance meetings shall be held during the day shift, Monday through Friday.

Nurses will be paid for time spent in handling grievances, including time spent in arbitration. If a grievance involves more than one grievant, then only one grievant shall be paid for time so spent unless ONA/RNA and the Medical Center mutually agree to increase the number. Three (3) RNA representatives will be paid for time spent in Step 2 grievance hearings and subsequent arbitration, if applicable.

**Section 4.** A grievance which affects a substantial number of identified nurses may initially be presented at Step 2 of Section 1, and may be filed by ONA/RNA. These grievances will be reduced to writing with available substantiating facts.

Any grievance which involves any corrective action including but not limited to the reduction, demotion, decision making leave, suspension or dismissal of a nurse or loss of vacation will be initiated at Step 2 of the grievance procedure. Grievances protesting other corrective action shall be filed at Step 1 of the grievance procedure. In the event a final ruling is made in favor of the discharged nurse, back pay may or may not be awarded, less any interim earnings. RNA will receive a copy of all notices of reduction, demotion, decision making leave, suspension or dismissal.

**Section 5.** Unless the parties mutually agree, no grievance settled without resorting to arbitration shall be considered as a precedent for any grievance submitted to the arbitration proceeding.

## ARTICLE 9 Holidays

**Section 1.** Nurses are entitled to seven (7) holidays. These holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Budgeted nurses are also entitled to two (2) personal holidays each year. The personal holidays will be at straight time and drawn from available PTO and will count as hours worked for overtime and extra shift calculations.

- A. **Scheduled:** Nurses shall request a scheduled personal holiday no later than Phase One (see Article 11). The request of the nurse for the personal holiday shall not be unreasonably denied, shall take precedence over other schedule requests, and then shall be granted by seniority. Approval of a personal holiday is subject to the manager's discretion and safe staffing; but otherwise, such request shall not be denied on the basis of the availability of bulk vacation hours. Such personal holiday shall not be one of the holidays already identified in Section 1 of this Article.
- B. **Unscheduled:** A nurse may request an unscheduled personal holiday by contacting the appropriate nursing leader by 0800 of the prior calendar day. The nurse shall be notified by 1400 on that same day. Requests submitted after 0800 shall also be considered. All requests for unscheduled personal holidays shall be considered based upon operational needs and granted on a first-come, first served basis.

### **Section 2. Holiday Compensation**

- A. Nurses who work on a designated holiday will receive premium pay.
  - 1. Premium Pay. Holiday premium will be paid at one and one-half (1½) the nurse's base rate and will only be paid on the actual calendar holiday. Premium pay begins at 2400 on each designated holiday and continues through 2359 on the designated holiday. A nurse who clocks in prior to 2400 on the eve of a designated holiday, but works (1) at least four (4) hours or (2) fifty percent (50%) of the nurse's shift after 2400, will be eligible for premium pay for all hours worked.
    - a. Example 1: Premium will be paid on the third shift of July 3, and the first and second shifts of July 4. Premium will not be paid on the third shift of July 4.
    - b. Example 2: A nurse scheduled to work 1915 to 0715 will receive premium pay on the hours worked. The 1915 to 0715 shifts will be paid premium pay if the shift began on the eve of the holiday or on the actual holiday.
- B. A nurse who calls in sick on a holiday on which the nurse is scheduled to work will be paid available PTO.

### **Section 3. Holiday Pay**

Holidays are paid pursuant to the Medical Center PTO Program (Article 27). PTO hours paid on a holiday are included in calculations of active pay status. Compensation for holidays off will be equivalent to the salary which would have been paid if the hours had been worked at straight time.

Compensation for holidays will be paid on the basis of a twelve (12), ten (10) or eight (8) hour work day, whichever is appropriate. This also applies in a situation where a nurse's unit is closed on a holiday which falls on a day the nurse would regularly be scheduled to work. It is not the intention of the Medical Center to require nurses to work an additional day in place of their holiday off. For nurses working 0.8 FTE or greater, the holiday off counts towards that week's scheduled FTE.

#### **A. Nurses Working Less Than 0.8 FTE**

A nurse working less than 0.8 FTE who works on a unit which closes on holidays, may individually opt to receive holiday pay compensation for that portion of the holiday for which the individual would be normally scheduled to work or to receive a pro-rated equivalent to the nurse's appointment status as a percentage of eight (8) hours. The nurse will automatically receive the pro-rated equivalent for each holiday unless the nurse makes an annual selection to receive holiday pay for the portion of the holiday the nurse would have been scheduled to work. This annual option must be exercised prior to the Martin Luther King holiday of each calendar year. With this option, when a nurse is scheduled irregularly, or is not normally scheduled to work for that day on which the holiday falls, the nurse will receive holiday pay only if the nurse works on the holiday. There will be no change in the number of shifts normally scheduled for nurses during a holiday week.

Examples of the options available to nurses who work on units closed on holidays:

1. A nurse is regularly scheduled to work eight (8) hours on Monday. The holiday falls on a Monday. This nurse will receive eight (8) hours of holiday pay for this holiday whether the nurse works that day or not.
  2. A nurse is regularly scheduled to work four (4) hours on Monday. The holiday falls on Monday. This nurse will receive four (4) hours holiday pay whether the holiday is worked or not.
  3. A nurse is not regularly scheduled to work on Monday. The holiday falls on a Monday. The nurse is scheduled and works on the holiday. This nurse receives holiday premium pay.
  4. A nurse is not regularly scheduled to work on Monday. The holiday falls on Monday. The nurse does not work on the holiday, and therefore would not receive holiday pay.
- B. Nurses on twelve (12) hour shifts may be scheduled to work for eight (8) hour holiday shifts so long as the operational needs of the unit are met. Said eight (8) hour shifts shall be scheduled based on seniority. Nurses on twelve (12) hour shifts will be scheduled off for twelve (12) hour holiday shifts.
- C. Self-scheduling Committees at the unit level may arrive at an alternative way to fulfill a budgeted nurse's holiday obligation.
- D. Nurses on forty (40) hour flexible schedules will be scheduled to work and scheduled off on the holiday, for the shortest shift worked in a week.

### **Section 4. Holiday Scheduling**

Based on the operational needs of the unit, nurses on a unit may elect by a majority to adopt either the A/B or the A/B/C group holiday schedule. Realigned positions will become effective with Martin Luther King Day.

- A. The holidays applicable to each A/B group will work from year to year in the following manner:

UCMC EVEN YEARS	
A	B
New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Thanksgiving Day	Labor Day
	Christmas Day
ODD YEARS	
A	B
Martin Luther King Day	New Year's Day
Independence Day	Memorial Day
Labor Day	Thanksgiving Day
Christmas Day	

The groups will rotate in a two (2) year cycle. Switch to occur with Martin Luther King Day.

- B. The holidays applicable to the A/B/C group will be assigned to work as follows:

	A	B	C
1 <sup>st</sup> Year	Christmas Memorial Day	Thanksgiving Martin Luther King Day Labor Day	New Year's Day Independence Day
2 <sup>nd</sup> Year	Thanksgiving Martin Luther King Day Labor Day	New Year's Day Independence Day	Christmas Memorial Day
3 <sup>rd</sup> Year	New Year's Day Independence Day	Christmas Memorial Day	Thanksgiving Martin Luther King Day Labor Day

The groups will rotate in a three (3) year cycle. Switch to occur with Martin Luther King Day. Holiday call will be assigned equitably to the group working the holiday.

**Section 5. Miscellaneous Scheduling Considerations**

Seniority will be considered along with patient care needs, when evaluating all requests for shift rotations on holidays, except for nurses who work permanent shifts without rotation requirements.

Every attempt will be made to issue schedules involving the Thanksgiving and Christmas holidays, at least one (1) month in advance.

Nurses with fifteen (15) years continuous ONA seniority may exercise the option of scheduling an additional holiday off each calendar year, provided they are required to work or take call on three (3) or four (4) holidays depending upon their holiday group. No less than one nurse may exercise this option each holiday per unit. The unit Self-Scheduling Committee will determine how to equitably implement and distribute the holiday, and determine the number of nurses able to exercise this benefit.

# ARTICLE 10

## Vacation Signup

### Section 1. General Principles Regarding Vacation Signup

The Medical Center recognizes that occasional time away from work is necessary to maintain effectiveness in job performance. The Medical Center encourages nurses to schedule time away from work to enhance job satisfaction and effective performance.

A. Eligibility:

1. Only budgeted nurses as defined in Article 11 and Article 27 are eligible for paid vacations. Accrued PTO may be taken after ninety (90) days of service.
2. Nurses reinstated from ordinary resignations are considered new employees for vacation purposes, unless Article 16, Section 5 applies.
3. Nurses who do not accrue PTO may be granted up to two (2) weeks of scheduled, unpaid time off. Said nurses shall be given the opportunity to schedule unpaid time off after the Second Round of sign-up of bulk vacation has been completed.

B. Paid Time Off Program. See Article 27.

C. Definitions

1. **Vacation Year** – for scheduling purposes only, a vacation year will be the first full pay period in May through the last pay period in April.
2. **Bulk Vacation Period** – the bulk vacation period will commence on the first Monday in January and end on March 15, each year, subject to completion of the Second Round of Bulk Vacation Process.
3. **Bulk Vacation Process** – the process in which nurses request and are approved for vacation during the Vacation Year as defined above. The process will consist of two rounds, a ‘First Round’ and a ‘Second Round’ as herein defined.
  - a. **First Round** – commences with the most senior nurse on the unit and ends when the least senior nurse on the unit has submitted a request.
  - b. **Second Round** – immediately after the completion of the First Round, Second Round will begin with the most senior nurse on the unit and will end when the least senior nurse on the unit has submitted a request. Seniority cannot be used as a basis for bumping any previously approved vacation request.
4. **Waitlist** – a list of nurses, kept in sequential order of denial, who requested vacation time and were denied the same during bulk vacation.
5. **Summer Period** – Period beginning the first Sunday in May through the first Saturday in September.
6. **Shifts** - A vacation shift shall be equivalent to a nurse’s regularly scheduled full shift of work unless the remaining hours are less than a nurse’s regularly scheduled full shift of work.

### Section 2. Signup Guidelines

- A. Annually, by October 31, each department shall designate a specified person(s) for the upcoming vacation signup. This person(s) shall facilitate First and Second Round vacation signup in a timely manner.
- B. Nurses should only sign up for vacation slots they intend to use; this will help to ensure availability of vacation time for other staff. Nurses signing up for vacation time may request time equal to their current PTO balance plus what they would earn in one (1) year less the equivalent of one (1) week's FTE, except as limited by Article 24.
- C. Selection of available time shall be determined by ONA seniority of nurses on a given unit. Refer to Article 16 Section 8. If two or more nurses on a given unit have the same ONA seniority, refer to Article 16 Section 8.
  - 1. Annually in order to encourage effective administration of vacation sign-up pursuant to this Article, each department manager and bulk vacation designee shall attend a meeting with Nursing Leadership and RNA/ONA in order to discuss the bulk vacation sign-up process. Prior to the Bulk Vacation Process, the minimum number of vacation hours will be posted by the Medical Center that will be awarded to nurses for vacation per unit, per week. The Medical Center will communicate the minimum number of vacation hours per week that will be awarded no later than the first Monday in January. At least eight percent (8%) of the unit's filled FTE's will be awarded per week to nurses in each unit except during a holiday week during which time only four percent (4%) of the unit's filled FTE's will be awarded per week to nurses in each unit. Not less than forty (40) hours of vacation time will be awarded per week to nurses in each unit. More vacation hours than the stated minimum may be permitted.

- a. First Round

Commencing with the most senior nurse on the nursing unit and continuing with subsequent nurses in order of seniority, each nurse shall be given twenty-four (24) hours from the time the previous senior nurse's vacation was approved to submit the nurse's first round request to the individual(s) as designated herein under Section 2, paragraph A. In the event that the nurse is absent, the designee(s) as defined in Section 2(A), will make an attempt to contact any nurse who is on an approved leave of absence during the sign-up period so that they make their vacation designation during their sign-up turn. If attempts to reach any nurse are unsuccessful, the bulk vacation process will continue, by seniority.

Any nurse who misses a sign-up period shall be allowed to take a turn ahead of any less senior nurses, but shall not displace those nurses who have already submitted a first round request.

During the First Round, nurses may only schedule up to four (4) full weeks of vacation, two (2) full weeks of which may be scheduled during the Summer Period. First Round full week requests will be pro-rated by the nurse's full-time equivalent (FTE). When available hours are less than the nurse's FTE, the nurse shall have the option to signup for the partial week(s). Each partial week(s) signed up for in the first round shall count as a full week towards the nurse's four (4) weeks. As vacation requests are approved, the same shall be posted on the unit.

After the First Round of bulk vacation sign ups, nurses who were denied time off during the Summer Period due to ONA seniority

will be offered the hours remaining during the week they were denied in the order they appear on the Waitlist.

b. Second Round

Following completion of the First Round, nurses may submit requests for additional vacation time (either full or partial weeks). Second Round vacation requests will be granted in accordance with seniority. However, seniority cannot be used as a basis for bumping any previously approved vacation request.

c. After Bulk Vacation

- i. Nurses hired or transferred and/or assuming a PTO eligible position after the Bulk Vacation Process shall be offered time available for which they are eligible (in accordance with Section 1(A) above) and may request such time in accordance with Section 2(B) as stated herein. Additionally, nurses hired and/or assuming a PTO eligible position after the Bulk Vacation Process may request to be placed on the vacation Waitlist.
- ii. Any nurse who does not submit a vacation request during the Bulk Vacation Process will have waived the opportunity to choose vacation until after the bulk vacation calendar is established.
- iii. Approval of requests submitted after the Bulk Vacation Process shall be returned to the nurses within ten (10) days of receipt of a written request. If the vacation request is not approved, the nursing leader/designee shall provide written rationale for disapproval to the individual nurse upon request.
- iv. Vacation weeks that become available due to cancellation or resignation, must first be offered to nurses who were denied that week during the Bulk Vacation Process in the order of which the names appear on the bulk vacation Waitlist. Seniority will not be a basis for bumping on the bulk vacation Waitlist. Nurses wishing to surrender confirmed vacation weeks should notify the appropriate nursing leader/designee in writing at least six (6) weeks prior to the confirmed vacation time.
- v. Trading of vacation time between staff is not permitted.
- vi. If the nurse does not have enough PTO credits by the ending date of the requested time off, the remaining time left in the vacation week not covered by PTO could be offered to the next nurse who requests the same time off.
- vii. If the nurse does not have enough PTO credits by the ending date of the requested time off as a result of Low Census/Down staffing, the nurse may with his/her manager's approval be allowed to take approved vacation without pay.

- D. When a nurse is scheduled for PTO, the nurse will be given up to three (3) consecutive weekends off if the nurse so desires. If the nurse only misses one (1) regularly scheduled weekend, the nurse will not have to make that weekend up. If the nurse misses two (2) regularly scheduled weekends, the nurse will have to make up one (1) weekend.

Nurses with five (5) or more years of continuous service may utilize the provisions of this section twice in each vacation year.

- E. If a holiday listed in Article 9 of this Agreement falls within a nurse's approved vacation, the nurse shall be permitted to take an additional PTO day with pay at the mutual convenience of the nurse and the Medical Center. Additionally, if a scheduled holiday falls within a nurse's scheduled vacation, the nurse scheduled to work the holiday may exercise the option to have the said holiday off. This option may be exercised one (1) time during the vacation year by any nurse. The option may be exercised by one (1) nurse per unit per holiday granted in order of seniority. If more than one (1) nurse wishes to exercise the option on any given holiday on a unit, then the Self-Scheduling Committee will determine if the request can be granted in accordance with Article 11, Section 2(A) (1), which shall be granted by seniority.

- F. A nurse's approved vacation dates shall be honored on the unit to which they transfer.

# ARTICLE 11

## Hours and Scheduling

### Section 1. General Principles of Hours and Scheduling

Effective administration of hours and scheduling should seek a balancing of: flexible options to staff, some individual autonomy and accountability, collaboration through self-scheduling committees, fostering a culture of safety, and management's right and responsibility to ultimately staff the Medical Center in the best interest of excellent patient care.

The parties agree to establish an EPIC acuity system committee comprised of RNA appointed members along with Medical Center members to review and re-evaluate the current acuity system and its relationship to EPIC. The team will educate the membership on the new process/system once EPIC is implemented.

In the interest of safe patient care, appropriate staffing levels are necessary. Nurses have a responsibility to report unsafe conditions or inappropriate staffing, without retaliation. See Assignment Despite Objection form and process in Appendix B. Assignment Despite Objections shall be reviewed and discussed by the Chief Nursing Officer with ONA. This may result in recommendations to the staffing committee to revise the unit's staffing plan.

#### A. Terms

The following terms are used in reference to types of nurses in this Article and throughout this Agreement:

1. Budgeted nurse: nurses who have assumed budgeted FTE status of .4 or above.
  - a. Unit based budgeted: a budgeted nurse assigned to a specific unit or service.
  - b. Divisional Float Pool: float pool nurse with a limited number of units.
2. Intermittent nurse: nurses with no budgeted FTE working as needed (see Article 25).
  - a. Unit based intermittent: non-budgeted nurses assigned to a specific unit or service.
  - b. Divisional Float Pool: float pool nurse with a limited number of units.
3. Agency nurse (aka "contracted nurse"): a non-bargaining unit/non-employee nurse who is contracted by the Medical Center to work a specific shift on an as-needed basis (see Article 23).
4. Travel nurse (aka "contracted nurse"): a non-bargaining unit/non-employee nurse who is contracted by the Medical Center to work for a specified period of time (see Article 23).

B. The pattern of scheduling and assigning work, including shift, weekend, and holiday rotations shall be determined by the Medical Center. Nursing leadership will determine staffing needs based on the severity of illness and complexity of care of the Medical Center's diverse patient population, unit and organizational requirements, and professional practice standards to create a safe and appropriate patient care environment.

C. For purposes of prioritization throughout this Article, hours and scheduling will go first to budgeted, second to intermittent, and third to agency/travel nurses. While the Medical Center's preferred practice is to not use agency/travel personnel routinely, the Medical Center recognizes

that there are times it needs to rely on external resources to support its staff's commitment to providing safe quality patient care and support its employees.

- D. A nurse who currently is in a budgeted position of less than .4 FTE or a Flexible 9 for 10 shall be grandfathered in that position for the duration of the nurse's time in that position.
- E. Activation of the Medical Center's disaster or emergency plans may override the provisions of this Article.
- F. No nurse may be scheduled to work more than sixteen (16) hours in a twenty-four (24) hour period, except for on call.

## **Section 2. Self-scheduling**

The parties recognize the value of self-scheduling on a unit basis. The purpose of the self-scheduling process is to adequately staff the unit, while allowing nurses the flexibility to have input into the schedule. In order for self-scheduling to be effective, it is necessary for all involved to be aware of the staffing standards for the unit on all shifts and to be willing to adjust their schedules accordingly. Each unit will develop unit specific self-scheduling guidelines in compliance with this Article, subject to parameters set by nursing leaders. Said guidelines will be reviewed and/or revised, at a minimum, annually, by two-thirds (2/3) anonymous ballot vote of the nurses on the unit who vote. It may be necessary to adjust individual schedules on the final draft schedule in order to adequately staff the unit, based on patient care needs and the clinical skill mix of the staff. The scheduling guidelines will be posted and dated on the unit.

### **A. Self-Scheduling Committee**

The nursing leader, in collaboration with the RNA, will promote, educate and assist units or services, who choose by a majority, to develop a self-scheduling model. The Self-Scheduling Committee will be composed of nurses and other unit/service staff as needed. The nurses on the Self-Scheduling Committee will be elected annually by the bargaining unit nurses on the same unit. The election will be decided by a majority vote of those who vote, in a secret ballot election. The nursing leader will assist the nurses in the process to allow greater nurse satisfaction and staff autonomy. Every attempt will be made to honor requests by nurses in the self-scheduling process based on a balanced distribution of staff across shifts and days to meet patient care needs. Favoritism is discouraged.

Self-Scheduling Committee responsibilities will include:

1. preparation of the schedule by:
  - a. collaborating with unit management to determine unit scheduling needs and parameters;
  - b. consulting with nursing operations office as needed;
  - c. balancing and revising the schedule as needed to meet unit needs;
  - d. communicating changes to nurses;
  - e. awarding nurse requests;
  - f. notifying the manager the schedule is ready for review, approval and submission to the nursing operations office;
  - g. reviewing the scheduling status to determine alternative methods of covering staffing needs.
2. managing vacation requests based on parameters set forth in Article 10.
3. notifying nurses of the requirement to make up missed weekend, or on-call shifts.
4. maintaining a unit seniority list in accordance with Article 16.

- B. As professionals interested in effective scheduling, scheduling committee members will commit non-patient care time to work on scheduling. The self scheduling chair and nursing leader shall determine the number of hours needed to complete the schedule and authorize such hours. If the schedule is not completed in the time authorized, the completion of the schedule shall be the responsibility of a nursing leader.
- C. Self-Scheduling Committee decisions are not grievable under this Agreement. However, concerns regarding schedule decisions/inequities should first be presented to the Self-Scheduling Committee and, if unresolved, then be presented to the nursing leader for review. Unsatisfactory reviews may then be presented to a member of the nursing executive team for final decision, which shall not be subject to the grievance/arbitration procedure of Article 8.

### **Section 3. Scheduling Process**

#### **A. Phases**

Hours and scheduling will proceed according to these phases.

##### **1. Phase One: Submission of Scheduling Preferences**

During this phase budgeted nurses have access to the schedule to input their preferred shifts up to the nurse's budgeted FTE appointment and scheduling guidelines. Simultaneously, intermittent nurses may input their preferred shifts up to 16 hours per week.

##### **2. Phase Two: Editing and Awarding of Shifts**

- a. Awarding of shifts will be based on patient care needs, scheduling guidelines, and seniority and will not exceed the nurse's budgeted FTE.
- b. No budgeted nurse will be displaced by a non-budgeted or contract nurse.
- c. Based on seniority, intermittent nurses may be scheduled up to forty-eight (48) hours, in a six (6) week schedule, prior to a budgeted nurse being scheduled hours above their FTE.
- d. In the Operating Room, the Self-Scheduling Committee, subject to approval by nursing leadership, may assign contracted nurses to weekend and/or off-shifts.

##### **3. Phase Three: Reviewing of the Schedule**

Schedules shall be made available for review by the nurses on the unit for at least one (1) week prior to Phase Four.

##### **4. Phase Four: Posting of the Schedule**

Schedules shall be finalized at least fourteen (14) days prior to the beginning of the schedule.

##### **5. Phase Five: Vacant Shifts after the Posting of the Schedule**

First Round:

First round is limited to unit based nurses.

- a. Any vacant shift remaining after the schedule is finalized will be posted for one (1) week in a written or electronic posting and awarded within five (5) calendar days of the end of the posting period based on the following:
  - 1) In the interest of continuity of patient care, preference will be given, based on seniority, to the nurse who signs up for the shift as the shift is posted, i.e.

4 hour, 8 hour, 10 hour, or 12 hour.

- 2) Shifts that do not result in overtime will be awarded based on seniority.
- 3) Overtime shifts will be awarded based on seniority.
- 4) Shifts awarded in this round shall not exceed more than twenty-four (24) hours per nurse.

Once the shifts are approved in the First Round, move to step 5 below:

- 5) If vacancies still exist, the twenty-four (24) hour restriction per nurse may be exceeded.
- 6) Contracted nurses may be assigned to the remaining shifts per Article 23. Bargaining unit nurses will take preference over agency and/or travel nurses in overtime up to four hours prior to the beginning of said shift by notifying the nursing leader or nursing operations office of their willingness to work.
- 7) In the Operating Room, contracted nurses may be assigned any remaining shifts not assigned in Phase Two.

Second Round:

- 1) This shall occur after the first round is approved. Any remaining shifts will be posted and open to all bargaining unit nurses trained with current experience in that unit within the last six months unless approved by the nursing leader, and will be granted/approved on a first come, first served basis within seventy-two (72) hours or ninety-six (96) hours when a holiday falls on a Friday or Monday of a nurse's request.
  - 2) If no shift(s) exists during Phase Five and then later becomes available it will be awarded as referenced in Section 5 (a)(1).
- b. Nurses must have successfully completed orientation before overtime may be worked, except in the case of end of shift overtime or by mutual agreement.

#### Section 4. Divisional Float Pool

- a. The Medical Center will establish and maintain a Divisional Float Pool ("DFP") pursuant to this Agreement no later than March 1, 2016. The purpose of DFP is to support core nurse staffing by division within the Medical Center. The DFP is not in lieu of and does not limit the Medical Center's management right to reassign. UCMC's intent is to use DFP as a way to minimize its use of reassignment.
- b. The Medical Center will determine the number of FTEs in the DFP based on the staffing needs of the division as well as the qualifications, requirements, skill set, orientation and ongoing competency to be in the DFP. The Medical Center will post and fill the DFP positions according to the Medical Center's process for filling positions pursuant to this Agreement.
- c. Nursing Leadership and ONA/RNA nurse leadership (or their respective designees) will establish a DFP Advisory Group to evaluate implementation and effectiveness of DFP during this Agreement.

#### Section 5. Schedule Changes or Substitutions

##### A. Medical Center-initiated changes

Changes to schedules may be made by the Medical Center in order to meet its operational needs except for changes involving a designated holiday where a nurse based on seniority was asked by the nursing leadership to move to a different shift that week. In the case of a holiday, a nurse's schedule may only be changed with the consent of the nurse. If census or staffing requires additional nurse(s), they shall be assigned to work in the inverse order of seniority. The nursing leader shall give the nurse at least forty-eight (48) hours written or verbal notice and an explanation if requested. In emergencies, the earliest possible notice will be given. Unless mutually agreed, the Medical Center cannot cancel a nurse's regularly scheduled hours for the purpose of avoiding payment of bonus and/or overtime.

1. **Shift Vacancy.** When a determination is made that a shift or on-call vacancy on a unit must be filled, coverage will be arranged using the following steps in order:
  - a. Vacancy of durations greater than ninety-six (96) hours notice shall be awarded in the following manner:
    1. Preference will be given, based on seniority, to the nurse who signs up for the shift, as the shift is posted, i.e., 4 hour, 8 hour, 10 hour, or 12 hour.
    2. Shifts that do not result in overtime will be awarded based on seniority.
    3. Overtime shifts will be awarded based on seniority.
  - b. Vacancies that occur with less than ninety-six (96) hours notice, each unit is encouraged to maintain a "sign-up" list, in accordance with the self-scheduling committee guidelines, for nurses wishing to work shift(s) to cover last minute vacancies.
2. **Reassignment.** When a nurse must be reassigned, the reassignment will be made within the nurse's division by seniority, starting with the least senior nurse in the following order:
  - a. Contracted nurses
  - b. Divisional Float Pool ("DFP")
  - c. Volunteers
  - d. Nurses from another other unit
  - e. Unit based Intermittent nurses in overtime
  - f. Unit based Budgeted nurses in overtime.
  - g. Unit based Intermittent nurses who have met or exceeded their seventy two (72) hour quarterly requirement
  - h. Budgeted nurses working above their FTE
  - i. Intermittent nurses
  - j. Budgeted nurses, once reassignment is worked for a scheduled FTE shift, the nurse will not be required to be reassigned again for the current and subsequent pay periods, until all other available nurses in the unit have been reassigned.

New nurses to the Medical Center in probation, or any extension thereof, will not be reassigned unless it is an extra shift or an overtime shift.

In the interest of continuity of care, a nurse will not be reassigned after the nurse's shift has begun unless the manager has made all reasonable attempts ahead of time to avoid such reassignment and has discussed it with the impacted nurse ahead of time. Unless mutually agreed upon, no nurse shall be reassigned, other than to the nurse's home unit, more than once in a twelve (12) hour period.

With reassignment, registered nurses working on a different unit will be assigned a unit resource nurse and/or receive a shared assignment. The only exceptions to this provision

involve areas where only one nurse works at a time; in these areas the nurse will first have the appropriate orientation before the nurse is subject to reassignment.

If in the judgment of the CNO or designee, there is a critical staffing need, reassignment may occur outside the nurse's division. If reassignment must occur outside the nurse's division due to critical staffing, a nurse may bring his/her concern to the CNO or designee and the President or Vice President of RNA or designee to review the patient census, patient acuity and available staff.

4. **Low Census (Prior to start of shift)/Down Staffing (After the start of a shift).**

A Low Census Day (LCD) may be taken off at the request of the Medical Center and at the option of the nurse prior to the start of the shift.

Down Staffing (DS) may occur at any point during the nurse's shift when the census on the unit drops and staffing needs to be adjusted.

A nurse may, at the nurse's option, use available paid time off or receive no pay for the LCD/DS.

The Medical Center will use LCD/DS in the following order pursuant to Article 16 in the following manner below. Any deviation from the following order may be required to match a specific skill set with patient needs. Within each following subcategory nurses shall be asked to volunteer in order of seniority, and then shall be LCD/DS starting with the least senior nurse.

- a. Agency nurses
- b. Travel nurses
- c. A nurse from another unit who has picked up time
- d. Intermittent nurses in overtime
- e. DFP nurses in overtime
- f. Budgeted nurses in overtime
- g. Intermittent nurses working above their quarterly requirement
- h. DFP working above their FTE
- i. Budgeted nurses working above their FTE
- j. For volunteers, the LCD/DS shall be offered to a budgeted nurse assigned to the unit in order of ONA seniority, prior to offering the LCD/DS to an intermittent nurse.
- k. Intermittent nurses
- l. DFP nurses
- m. Budgeted nurses by seniority, starting with the least senior nurse.

Once a budgeted nurse's shift has been canceled below the nurse's FTE due to low census/down staffing, the nurse will not be required to take a low census/down staffing for the current and subsequent pay period, until all other available budgeted nurses in the unit have taken low census/down staffing. No nurse will be canceled below the nurse's FTE when the nurse is qualified to work in another unit within the division/service line and that unit: a) is working below grid, or b) has a UBI nurse working, or c) has a nurse working above the nurse's FTE. Involuntary cancellation of budgeted nurses will be reviewed by the LMC.

Any low census/down staffing done by the Medical Center must be in accordance to Section 5 (A) (3) a-m above. Management may cancel shifts (LCD/DS) one (1) hour before the shift. If any shift is canceled less than one (1) hour prior to the beginning of the shift, a nurse will receive two (2) hours of pay. Unless approved by the nurse's manager, a nurse who needs to cancel a shift must find a replacement as outlined in this Article.

B. Nurse-initiated changes and substitutions (excluding absence from work as referenced in Article 13.)

1. Nurses who sign up for additional shifts and are approved and later need to cancel the shift during any phase of the process must do so no less than seven (7) calendar days prior to the shift. Each nurse may exercise this option twice during the calendar year.

If the nurse cancels the shift less than seven (7) days then the nurse must find a competent, qualified nurse replacement as approved by the nurse's nursing leader prior to the shift being worked. Any cancellation of that shift by the nurse may be subject to the Time and Attendance Policy.

2. A nurse may request to use PTO and arrange for a DFP nurse, intermittent or a part-time nurse to work the scheduled hours providing that the DFP nurse, intermittent or part-time nurse is not in overtime status.
3. A nurse in overtime status may trade with another nurse which may result in that nurse going into overtime status.

**Section 6. Rotations**

The normal work schedule shall be forty (40) working hours per seven (7) day period, starting 0001 each Sunday. Shifts which start prior to Sunday 0001 and include consecutive hours worked over the Sunday 0001 time shall be counted towards the previous week's hours for payroll. Every effort shall be made to schedule at least a forty-seven (47) hour break when shifts rotate from nights to days, unless otherwise agreed by the nurse and management. Nurses working eight (8) hour shifts shall be scheduled no more than forty percent (40%) shift rotation during a scheduling cycle unless mutually agreed. Nurses working twelve (12) hour shifts shall be scheduled no more than fifty percent (50%) shift rotation during a scheduling cycle unless mutually agreed. Overtime shifts will not be included in the rotation calculation. Shifts, for purposes of shift rotation limits, will be defined by the shift into which the majority of hours worked fall. That standard for determination is 0700 to 1530; 1500 to 2330; and 2315 to 0715. Management will have the discretion to offer straight days and/or a reduced rotation schedule to nurses. The number and duration of such schedules will be determined by management and shall be posted and awarded in accordance with Article 16.

**Section 7. Weekend Staffing**

A. Routine Weekend Staffing Requirements

1. Based on the needs of the department, weekend staffing may begin as early as 1500 on Friday and extend to 0715 on Monday. Unit scheduling guidelines will define the weekend hours for the department and then be submitted to the Nursing Leadership for final approval.
2. Required Weekend Staffing  
Nurses working eight (8) hour schedules will work a maximum of every other weekend. Nurses working twelve (12) hour schedules will work a maximum of every third weekend. Weekend rotations may be adjusted when schedules are interrupted due to holidays or vacations, but shall not exceed the required weekend commitment. Weekend patterns may be changed upon mutual agreement by the nurse and the Medical Center. Nurses may be scheduled to work less than these maximums when staffing permits. Unless on an approved leave, absences on scheduled weekend shifts will be made up.
3. The Self Scheduling Committee and/or manager shall establish a list for backing a nurse out of weekend shifts. Initially, the list will be constructed based on seniority. Once a nurse has been offered and has accepted to back-out of a weekend

shift of work, the nurse shall move to the bottom of the list. Nurses new to the unit will be placed at the bottom of the list.

4. Additional Voluntary Weekend Staffing

By mutual agreement, nurses may work more weekends than required above.

5. Nurses will receive an additional weekend off per year for each ten (10) years of continuous service with the Medical Center which shall be requested by the nurse during the scheduling process.

B. Birthday Weekend

Nurses with five (5) or more years of continuous service with the Medical Center will be given an additional weekend off either just prior to, on, or just after the nurse's birthday. It is the nurse's responsibility to make the nurse's birthday and the nurse's scheduling preference known in advance in writing to the nursing leader and the Self-Scheduling Committee. If said weekend is denied, the nurse will have the option of utilizing the nurse's birthday weekend within the next twelve months.

C. Weekend Make-Up Shift

Every effort will be made to schedule make up weekend shifts or on-call absences within the next two (2) scheduling cycles following the call-off. Nurses shall choose make-up shifts from weekend vacancies as provided by the manager. Make-up shifts will be scheduled during Phase Two of the scheduling process. Make-up shifts will count towards the current week FTE unless mutually agreed. At the nursing leader's discretion, shifts may be considered made up when the nurse works voluntarily at a time that satisfies a schedule need. Weekend or on-call absences resulting from work-related injuries and illnesses will not have to be made up. WOW nurses and nurses with a set weekend schedule are not required to make up weekend shift absences.

## **Section 8. Standing Requests**

Standing requests are requests for patterned work days, shifts, or days off for a defined period of time greater than one schedule. Mondays and Fridays will not be awarded as a standing request, but may be awarded on a case-by-case basis. The granting of a request may result in the nurse being scheduled more than five (5) consecutive work days, extra off shift rotation, and/or extra weekend shifts. The option chosen in accommodating a standing request will be based on a balanced distribution of staff across shifts and days to meet patient care needs and ONA seniority.

## **Section 9. Meal Break/Rest Period**

The Medical Center recognizes the importance of an uninterrupted meal break. Best efforts should be made to avoid unreasonable patient care interruption during the nurse's meal break. The Medical Center's policy is that nurses will be allowed an uninterrupted, unpaid thirty (30) minute meal break during a shift of work. Said lunch period shall be without pay on the day and evening shifts, but with pay on the night shift. If a nurse is unable to take the nurse's scheduled meal break, the nurse must notify the appropriate nursing leader/supervisor, prior to the time of the scheduled meal break; otherwise the nurse is assumed to have taken the meal break. In the event the nursing leader cannot arrange coverage, the nursing leader will approve the time worked. Pay for time cannot be approved until the nursing leader/supervisor is notified of the missed meal break.

All break time allowance is up to the discretion of the manager. If granted, nurses shall receive without loss of pay, one (1) fifteen (15) minute rest period for every eight (8) hour shift worked and two (2) fifteen (15) minute rest periods for each twelve (12) hour shift worked.

As part of the unit staffing guidelines process established by them collaboratively, the Self-Scheduling Committee and unit managers will determine meal breaks and rest periods for the unit and how they will be operationalized throughout the year.

## **Section 10. Job Sharing**

Job sharing arrangements can be worked out between two (2) or more nurses and the nursing leader, only with the participation and approval of the RNA and Human Resources. Benefits of involved nurses will be equivalent to that of part-time employees with equivalent appointment status.

## **Section 11. On-Call**

On-Call shall not be used to fill pre-existing vacancies in the schedule or to staff other units.

- A. Nurses called back to the Medical Center will be guaranteed four (4) hours of pay.
- B. If a nurse on-call is needed to work four (4) hours or more, but less than the nurse's normal scheduled shift, the nurse has the following options:
  - 1. Return to work at the scheduled start time on the same day and work the nurse's scheduled hours; or
  - 2. Take eight (8) to ten (10) hours off duty before returning and work that calendar day's scheduled number of hours; or
  - 3. If the hours worked on-call immediately precede the scheduled shift hours, the nurse may be on duty for the number of hours needed to complete the scheduled shift hours when added to hours worked on-call; or
  - 4. If the nurse works eight (8) hours or more of assigned call for which the nurse was called in immediately preceding or following a scheduled shift, the nurse may be excused from the nurse's scheduled shift that calendar day.
- C. Upon completion of hours worked on-call, nurses will utilize the process outlined in Article 13 to give notice of the option being exercised. This notice must be given one and one-half (1 ½) hours prior to the shift.
- D. Unless off on an approved leave, if a nurse calls off for an on-call shift and does not provide coverage, the nurse will be required to make up the number of unfulfilled shifts in the next scheduling cycle.
- E. The Medical Center will provide appropriate on-call rooms for nurses who are on-call including use of Holmes on Eden with approval of Senior Nursing Leadership at the Medical Center's expense.
- F. Out-of-Medical Center pagers will be provided for use by nurses assigned on-call.
- G. The process for on-call sign up guidelines will be developed by the unit's self scheduling committee in conjunction with nursing leadership. Said guidelines will be voted on in accordance with Section 2, of this Article.
- H. During Year One of the CBA, Nursing Leadership and RNA/ONA officers ("On Call Working Group") shall work collaboratively to address issues and problems relating to On Call and meet at mutually agreeable times and places with the goal of reaching an On Call MOU. Upon unanimous approval of the MOU by the On Call Working Group, the MOU shall become part of the CBA and the CBA shall be amended accordingly. The On Call Working Group will complete an action plan by October 1, 2015; followed thereafter by the MOU; with implementation of the

MOU by the end of Year One of the CBA.

**Section 12. Working at Other UC Health Facilities**

There will be no staff sharing/pulling of nurses from the Medical Center to other UC Health facilities, nor staff sharing/pulling of nurses to the Medical Center from other UC Health facilities.

**Section 13. Election Day**

Nurses, scheduled to work a twelve (12) hour day shift on a federal, state or local election day in the state in which they reside, will make a request in advance in writing for late arrival or early release from duty to the nursing leader in order to vote. Such an approved absence will not be subject to the time and attendance policy. The nurse may use PTO or unpaid time for this purpose.

## ARTICLE 12

### Corrective Action Procedure

**Section 1.** The Medical Center's interest is in taking corrective action consistent with its commitment to maintaining a productive, safe and efficient workplace. The Medical Center will administer corrective action in a fair and constructive manner, in conformity with its commitment to equal employment opportunity. The basic purpose of such action is corrective, not punitive. Depending on the nature and severity of the offense, the Medical Center will take corrective action that is appropriate to the offense. Such corrective action may include, but shall not be limited to, counseling, verbal reminders, written reminders, suspension, loss of vacation or reduction in pay, demotion, decision making leave, final written warning and/or termination. Corrective action is normally progressive, however, the Medical Center may, based on the severity of the offense, commence corrective action at any level. Any nurse subject to corrective action will be afforded an opportunity to meet and be heard by Human Resources prior to the administration of corrective action. Prior to subjecting any nurse to corrective action, Human Resources or the nurse will contact RNA or the nurse may sign a waiver as presented in Appendix C.

**Section 2.** The Medical Center will develop a set of policy guidelines to be used by supervisors for administering corrective action. While these corrective action guidelines will not be a part of the collective bargaining agreement, they will be shared with representatives of ONA and RNA. A Human Resources representative will serve as a resource to ONA and RNA representatives to ensure that any corrective action that is taken is fair, consistent, appropriate and progressive in nature. A Human Resources representative shall notify RNA in writing within five (5) days after corrective action is taken by the Medical Center at the investigatory or disciplinary meeting, if union representation was waived pursuant to Appendix C. The written notice will include the reason for the action taken and, in the case of a suspension, its length. The Human Resources Department will maintain or have available all records of corrective action affecting ONA/RNA nurses. Representatives of ONA/RNA can request these records and other appropriate documents if they are investigating the consistent use of corrective action. Nothing contained in this Article will waive the ONA's/RNA's right to file a grievance over corrective action taken by the Medical Center. It is the intent of the parties to conduct a review with the Human Resources Department prior to filing a grievance over corrective action issues. Failure to conduct a review does not waive the right of ONA/RNA to file a grievance.

**Section 3.** Upon the nurse's request, the nurse shall have the right to the presence of the ONA and/or RNA representative at any meeting with the nurse's Supervisor or Human Resources personnel where the nurse is required to respond to questioning in an investigatory interview which the nurse reasonably believes could lead to disciplinary suspension or discharge, or where the nurse is called upon to defend the nurse against alleged misconduct which would justify such action against the nurse. If in connection with the investigatory meeting the RNA representative indicates to HR and/or the nursing leader that they do not know the reason for the meeting, HR will provide the reason(s) to the RNA representative. Further, except in an emergency, a nurse who is suspended or discharged shall have the right to consult with the nurse's ONA and/or RNA representative before the nurse is required to leave the Medical Center premises. The nurse may waive union representation only by signing a waiver form (see Appendix C). However, if the nurse refuses union representation and also refuses to sign a waiver form, such nurse shall be deemed to have waived his or her right to union representation at said investigatory interview.

**Section 4.** Any suspension shall be for a specific number of consecutive days on which the nurse otherwise would have been regularly scheduled to work. Suspensions without pay shall not exceed fourteen (14) calendar days, except in the following instance where suspensions without pay shall not exceed twenty-one (21) calendar days: (i) there is an ongoing related investigation by criminal justice or other third party authorities; or (ii) there has been a delay in the Medical Center's investigation due to unavailability of potential participants or witnesses. The suspended nurse has an option to use his/her

PTO during the unpaid suspension. If the Medical Center determines that the suspended nurse is exonerated, the Medical Center will re-credit any PTO the nurse used during this suspension. The Medical Center will make best efforts to notify RNA by phone or other means when the Medical Center suspends a nurse.

**Section 5.** In all cases of dismissal, the nurse is entitled to payment of all wages due the nurse including unused PTO.

**Section 6.** Up to the point of a decision making leave or final written warning, there will be two (2) pathways for corrective action: corrective action resulting from Time and Attendance Policy violations and corrective action resulting from all other policy and/or contractual infractions. After a decision making leave or final written warning, the two (2) pathways merge.

**Section 7.** Whenever a nurse is to have a meeting which may result in disciplinary action, the nurse shall have the right of ONA and/or RNA representation, unless the nurse waives such representation by signing a waiver form (see Appendix C).

- A. Decision making leaves or final written warnings issued for violations of Medical Center Policy and Procedures will remain part of the nurse's record for twelve (12) months. Decision making leaves or final written warnings issued for violations of the Medical Center's Time and Attendance Policy will remain part of the nurse's record pursuant to Article 13. Other forms of corrective action, except as provided for in Article 13, shall remain in the nurse's files for a period of twelve (12) months unless they were utilized as the basis for further corrective action, which will remain part of the nurse's record as long as the subsequent corrective action remains in effect.
- B. A nurse or ONA or RNA Representative may request in writing the removal of corrective action from the nurse's employee files, after the above time periods where there has been no subsequent corrective action for the same or similar charge. The request should be filed with the Human Resources Department. Upon receipt of the nurse's request, Human Resources will notify the nurse's manager to remove corrective action in accordance with the above time limits. Requests for removal of corrective action will not be unreasonably denied, and management will communicate its decision in writing to the requesting party. Once corrective action of any kind is removed from the nurse's employee files, any and all referencing documents will be deactivated as well.

If corrective action is retained in the nurse's employee files for the same or similar corrective action reason(s), it will be retained only in connection with later corrective action.

Any documents removed from the nurse's employee files may be retained for Risk Management purposes only.

The Medical Center recognizes the right of a nurse to appeal any corrective action through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule involved. Grievances involving decision making leaves and terminations shall be filed at Step 2 of the grievance procedure. Grievances protesting other corrective action shall be filed at Step 1 of the grievance procedure.

**Section 8.** Nurses shall have the right to review their employee files in the presence of a representative of the appropriate department and an ONA/RNA representative, if requested. The nurse shall give a five (5) day notice of the nurse's desire to review the files, and a meeting will be mutually scheduled.

Nothing included in the files will be used against a nurse in any official action unless the nurse has prior knowledge of the information.

If a nurse desires documents contained in the files, but not otherwise addressed in Section 7 above, to be removed, the nurse may submit a written request for their removal to the Human Resources Department. The request will not be unreasonably denied. A Human Resources representative will communicate the decision in writing to the requesting and make best efforts to do so within five (5) business days.

**Section 9. Med Verify.** Effective July 1, 2005, and on an annual basis thereafter, the Medical Center shall provide, upon request by the nurse, that nurse's complete MedVerify (Member) report. Requests shall be made in writing and directed to the Vice President of Human Resources. Reports shall be mailed to the nurse's home address within thirty (30) days of the nurse's request. The requesting nurse shall reimburse the Medical Center for the Member Price associated with generating the report at the time the nurse submits the nurse's written request.

UCMC will submit a neutral Med Verify until Step 2 of the grievance process in Article 8.

## **ARTICLE 13**

### **TIME AND ATTENDANCE**

**Section 1.** Nurses calling in to report off from work must notify the Medical Center one and one-half (1.5) hours prior to the beginning of a shift. Depending on the patient care load and the remaining staff, the Medical Center will make every effort to replace those nurses who have called in.

Nurses calling in to report off from work must use a single centralized source as determined by the Medical Center. Nurses calling the single centralized source shall identify themselves by their employee identification number.

**Section 2.** If an absence without leave continues for three (3) working days, it shall be deemed a dismissal. If within ten (10) calendar days of the last day of actual work or within ten (10) days after the expiration of an authorized absence, the absent employee furnishes an explanation satisfactory to the Medical Center, the dismissal may be set aside. A nurse may appeal a dismissal through the grievance procedure.

- A. A nurse may request his/her attendance tracking form after August 1, 2011.
- B. Time and Attendance corrective action shall remain in a nurse's file for no more than six (6) months after the date of issuance unless it is utilized for the basis for further corrective action.

**Section 3. Time and Attendance Mitigating Circumstances Review**

A nurse may request a time and attendance mitigating circumstances review up to two (2) times in a six (6) month period. The review is intended: to review work-life related circumstances beyond the nurse's control that may have impacted his/her time and attendance; to consider work-impacting hardship involved; to address de minimis incidents of tardiness (i.e. of a few minutes in duration not part of a larger pattern); to promote consistency in managing time and attendance. The review may include but shall not be limited to, lateness (e.g: the nurse's inability or difficulty in using the Medical Center's shuttle service). The request for review shall be filed on the Medical Center form for that purpose by the nurse through the RNA President or Vice President within fourteen (14) calendar days of the nurse's receipt of the corrective action. A meeting shall be held with the CNO or Vice President of Human Resources promptly and a response will be issued in writing to the nurse and the RNA President or Vice President. The review may uphold, modify or remove the corrective action. Overall data relating to the reviews as well as data relating to call offs and time and attendance will be maintained for periodic discussion in LMC. Each decision on consideration of mitigating circumstances and potential reduction of corrective action will be made on a case by case and non-precedent setting basis. Any request does not preclude the right to file a grievance pursuant to Article 8.

## ARTICLE 14 Other Leaves

**Section 1. General Leave Provisions.** All leaves of absence and any extensions thereof shall be without pay and other economic benefits, unless otherwise expressly provided for in this Agreement. A nurse's seniority will continue to accrue for vacation benefits and merit increase consideration during a leave of absence on account of personal illness or injury. Upon returning from leave, the nurse will be returned to the nurse's position if it has not been permanently filled; otherwise, the nurse shall be given whatever work is available for which the nurse is qualified and will be given the first opportunity for consideration to return to the nurse's position when the position is open.

Individual days of personal leave may be taken without pay, at the discretion of management.

**Section 2. Convention Leave.** Leave of absence may be granted by the Medical Center with or without loss of pay to attend conventions or other meetings of ONA, AFT, ANA or NFN. The number of nurses authorized to attend any said convention or meeting will be determined by the Medical Center and will be contingent upon the needs of patient care at the time, as determined by the Medical Center.

**Section 3. Military Leave.** 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 they are in the military service on annual compulsory field training or emergency active duty for periods not to exceed thirty-one (31) days per calendar year. Additional field training for which the nurse volunteers and receives orders will not be considered time in pay status. A nurse may use accrued but unused vacation time to cover such absences, if approved in advance during bulk sign-up. Such leave, with or without pay as appropriate, must be granted by the department head after seeing orders from proper military authorities. Payroll must be furnished a copy of the military orders. Nurses will not be required to make up any weekends missed due to Military Leave; provided, however, the military member/associate has provided the nurse leader prior to the leave with a military document/order identifying military weekends for duty.

Nurses who enter the military service shall be granted the protection of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

### **Section 4. Jury Duty/Court Appearance**

- A.** Nurses required to serve on a jury or required to serve as a witness when the matter relates to Medical Center employment, shall be excused with pay from any Medical Center duty when hours conflict with the hours actually spent in connection with such jury or witness service. In order to qualify under this provision, nurses must advise their supervisor promptly upon receipt of summons to serve on a jury or be a witness.
- B.** The Medical Center shall pay a nurse for any and all time lost from work in the event a nurse is subpoenaed into Court to testify for the Medical Center regarding a work related matter. The nurse will provide appropriate documentation of the court appearance.
- C.** Nurses who work second or third shift shall be released from the nurse's scheduled shift of work which immediately proceeds and/or falls on each day of jury duty with the agreement of the nursing leader and the nurse.

**Section 5. Funeral Leave.** For employees on the payroll as of 12/31/96, the current language (set forth in subparagraph A, below) and use of the rolled over sick bank will apply. Once an employee exhausts the nurse's long-term sick bank, the nurse will then transition to the UHI plan for employees hired after 1/1/97.

- A. An employee may be absent up to five (5) consecutive days or the equivalent of weekly FTE appointment, whichever is greater, for death in the immediate family (spouse, domestic partner, child, parent, grandparent, grandchild, parent-in-law, sister, brother, sister or brother-in-law) and/or immediate household and up to one (1) day for any other relative. The consecutive day period commences on the first day absent due to the bereavement leave and long-term sick time may be used for the entire number of hours scheduled while on bereavement leave. Sick leave benefit for bereavement will immediately access the extended sick time pool.
- B. For those employees hired after 1/1/97, the following Funeral Leave Policy will apply:
  - 1. A nurse is eligible for paid funeral leave upon the death of a member of the nurse's immediate family, which includes the nurse's:  
Parent, parent-in-law, sister, brother, child, spouse, domestic partner, grandparent, or grandchild.
  - 2. Should UC Health add additional eligible parties they will be automatically added to this section.
  - 3. The nurse can take up to three (3) consecutive days, including the day of the funeral of paid funeral leave. The nurse will receive 100% of the nurse's base rate of pay for the days that the nurse was regularly scheduled to work.
  - 4. PTO or unpaid time can always be used for other relatives or immediate household or to supplement the funeral leave policy. Any nurse granted approved PTO or unpaid time to supplement the funeral leave will not accrue time and attendance points.

**Section 6. FMLA Policy.** The Medical Center's Medical or Family & Medical Leave Act Leave of Absence Policy ("LOA Policy") is incorporated herein by reference. Copies of the LOA Policy are available by electronic access or hard copy in Human Resources. Should UC Health enhance the LOA policy for non-ONA employees, the Medical Center will offer the same enhancement to ONA members.

**Section 7. Communicable Diseases.**

- A. If, after notification by the nurse and as determined by the Medical Center, a nurse: (i) has been exposed to a serious communicable disease while working at the Medical Center which would pose a risk to patient care in the nurse's current assignment; (ii) is not eligible for worker's compensation or FMLA; and (iii) solely as a result of such exposure, the Medical Center advises the nurse that no other position for which the nurse is qualified to work at the Medical Center is available and determines the nurse must be on leave temporarily, the Medical Center will pay the nurse at the nurse's straight time rate of pay for scheduled hours lost up to the number of days that Employee Health determines up to their FTE. No time shall be deducted from a nurse's PTO balance while the nurse is on leave for this reason and the nurse will continue to accumulate PTO during this leave.
- B. If the Medical Center determines that the nurse has a communicable disease not covered by section 7 (A) above, the Medical Center may in its discretion excuse the nurse from work without corrective action and will not accrue time and attendance points and with the option of using PTO.

## ARTICLE 15

### Insurance Benefits

**Section 1.** The Medical Center will provide the following UC Health wide benefits to employees, as outlined in the summary plan descriptions and benefit summaries (as made available to employees) for each benefit listed and incorporated herein by reference:

- Medical Plan
- Dental Plan
- Life and AD&D Insurance
- Flexible Spending Accounts
- Paid Time Off (PTO), in accordance with Article 27
- Short-Term Disability (STD)
- Long-Term Disability (LTD)
- Vision Plan

**Section 2.** The Medical Center reserves the right to change the above benefits. The Medical Plan benefits provided under this Agreement shall not be less than those provided under the Medical Plan to any other active UC Health employee. For the insured Benefit Plans (Medical, Dental, Vision, Life Insurance and LTD), the Medical Center will give the union advance notice and opportunity for discussion and input prior to annual changes or changes at other times. By September 1, of each year of this Agreement, the Medical Center will communicate in writing to the union the anticipated changes that will go into effect on the following January 1. The Medical Center agrees to meet with the union and explain and discuss the anticipated changes before January 1.

#### **Section 3. Out of Pocket Maximum**

For all employees, the out-of-pocket maximum (not including contributions specified below) for each calendar year relating to Prescription Plans under the Medical Plan shall be a \$1000 maximum per person. The out-of-pocket maximum does not apply to fertility-related benefits.

#### **Section 4. Employee Contributions for Insurance Benefits**

A. Employees hired before 1/1/97

Medical Plan Bi-Weekly Rates effective 7/1/ 13

Single Plan	70% of UC Health Rates
Double Plan	60% of UC Health Rates
Family Plan	60% of UC Health Rates

By October 31, of each year of this Agreement, the Medical Center will communicate in writing to the union the anticipated rate changes that will go into effect on the following January 1.

All other benefits (i.e., vision, dental, life) in the UCMC plan may be amended for contributions.

B. Nurses hired after 1/1/97

For those nurses hired after 1/1/97, participation in the UC Health benefit plans shall be at the contribution levels for other UCMC employees.

**Section 5.** Life insurance during the term of this Agreement will be maintained for eligible full-time nurses at one and one half (1.5) times annual salary and five thousand dollars (\$5000) for part-time nurses working at least twenty (20) hours per week.

**Section 6.** A nurse is eligible for the UC Health benefit program if the nurse is a budgeted nurse with an FTE of .5 or higher.

**Section 7.** The Medical Center will maintain a Section 529(c) savings plan.

**Section 8.** Medical Insurance Continuation Upon Retirement

- A. Upon retirement from UC Health, nurses who are age 55 or older with twenty (20) or more years of service can continue coverage under the medical plan offered to active UC Health associates until the age of 65, or until eligible for Medicare, if sooner. Retirees taking advantage of this insurance benefit are responsible for one hundred percent (100%) of the group rate. In order to qualify for retiree health insurance, a nurse must:
1. Begin receiving a UC Health, PERS or City pension benefit immediately following termination of employment (e.g., the pension benefit must begin on the 1st day of the month following the last day of employment at the UC Health);
  2. Be covered under the medical plan at the time of retirement (for dependents to be covered, they must be covered by the medical plan when the nurse retires);
  3. Have completed twenty (20) or more years of consecutive service at the UC Health; and
  4. Be under the age of 65 and not eligible for Medicare benefits.
- B. Dependents covered under the medical plan at the time of the nurse's retirement may also remain covered by the medical plan until the earliest of:
1. The dependent no longer meets the eligibility requirements set forth in the Summary Plan Description;
  2. The dependent reaches the age of 65 and/or becomes eligible for Medicare; or
  3. The retiree nurse reaches age 65 and/or becomes eligible for Medicare.

**Section 9.** The Medical Center will implement by January 1, 2017, and in accordance with federal law and regulations, a design change to the current Flexible Spending Accounts (FSA) that will allow nurses to carryover unused funds into the following plan year.

## **ARTICLE 16**

### **Seniority**

**Section 1.** Seniority is the right of a nurse to continue in the employment of the Medical Center and to exercise job rights under the terms and conditions of this Agreement. Medical Center seniority is defined as the length of time a nurse has been continuously employed by the Medical Center from the nurse's hire date as a nurse employed in a bargaining unit position, subject to the paragraphs below.

For nurses hired prior to July 1, 2005, ONA seniority is defined as the length of time a nurse has been continuously employed by the Medical Center from the nurse's last date of employment, provided that the nurse has successfully completed the nurse's probationary period.

For nurses hired on or after July 1, 2005, and prior to July 1, 2009, ONA seniority is defined as the length of time a nurse has been continuously employed in a bargaining unit position starting the day the nurse's membership application and dues payment method were received at ONA Headquarters in Columbus.

For budgeted and non-budgeted nurses hired on or after July 1, 2009, ONA seniority is defined as the length of time a nurse has been continuously employed in a bargaining unit position starting the date in which the nurse enters a bargaining unit position, provided the nurse has successfully completed the nurse's probationary period.

The Medical Center agrees to provide ONA with the list identified in Article 6, Section 6.

**Section 2.** Seniority shall be broken when a nurse:

- A. Resigns, unless Section 5 herein applies.
- B. Retires, unless Section 5 herein applies.
- C. Is terminated for cause unless Section 5 herein applies.
- D. Exceeds an approved leave of absence.
- E. Is absent for three (3) consecutive working days without notifying the Medical Center, unless explanation satisfactory to the Medical Center is provided within ten (10) working days.
- F. Fails to report after recall from leave within three (3) working days after notification unless explanation satisfactory to the Medical Center is provided.
- G. Is laid off for twenty-four (24) consecutive months.
- H. Loses license due to action of the Ohio Board of Nursing through revocation.
- I. Fails to respond to notice of recall from layoff within seven (7) calendar days from receipt of notice unless reasonable explanation is provided.

**Section 3.**

- A. Openings in all job classifications covered by this Agreement shall be posted for one (1) calendar week on the respective unit, and emailed to each nurse on the unit's UCMC email account, before being filled and if unfilled, then one (1) calendar week bargaining unit-wide before being permanently filled. ONA positions with job qualifications in addition to the minimum qualifications for the CNI will be listed inside the online description of the position posted. Such openings shall be filled on the basis of: (a) ability to do the work, and (b) ONA seniority. Where factor (a) is equal, factor (b) shall be the governing factor. The term "ability" as used herein shall include physical capabilities, critical thinking skills, effective task completion,

demonstrated problem-solving ability, education, experience, prior performance, and certification or licensing requirements. Transfers will be effective no more than four (4) weeks from the date awarded, unless mutually agreed upon by the nurse and nursing leader. A promoted nurse must successfully complete a new orientation period in order to qualify in the nurse's new job.

- B. A nurse may be ineligible for in-house transfer if:
  - 1. The nurse is still on new hire probation status; or has not successfully completed the Nurse Residency Program.
  - 2. The nurse has accepted an in-house transfer within the previous six months unless mutually agreed to by the manager and the nurse or unless the result of realignment.
- C. The Medical Center recognizes it is desirable to promote nurses within the Medical Center to higher job classifications rather than hiring new nurses into the positions. Therefore, qualifications for higher job classifications will be clearly identified and posted, and efforts will be made to assist RNs within the institution to meet these qualifications.
- D. In the event a nurse does not qualify in the nurse's new bargaining unit position, the nurse shall be returned to the nurse's former position in accordance with Article 7, Section 5. This shall occur so long as the nurse has maintained competencies or is provided six (6) months to acquire the competencies in order to perform the duties on the unit.

**Section 4.** Reduction in workforce includes but is not limited to the decrease of FTEs, closure of a unit, combination of units, change in unit focus, change in composition of employees on a unit and/or the reallocation of employees and/or layoff which results in the loss of employment.

- A. When the Medical Center determines that a layoff due to planned curtailments is necessary, the Medical Center shall notify ONA at its Columbus office within two (2) weeks after the need for a layoff has been determined. Upon request, the Medical Center will meet with ONA during this two (2) week period to discuss alternatives to reduction.
- B. The Medical Center shall advise the nurses in the units selected for reduction two (2) weeks prior to the effective date of lay off. The manager shall be advised to notify the least senior nurses in their respective units that, as a result of the bumping process, they may be affected as a result of the reduction in force.
- C. Volunteers for layoff shall first be sought.
- D. Displaced nurses may bump any probationary nurse and receive the standard orientation if necessary. If thereafter a further reduction is required, the Medical Center may commence to post all position controls on the affected units. All nurses affected by the unit realignment are to be considered displaced. All positions resulting on the unit because of displacements or any other reasons will be listed without names and will be offered to unit nurses in order of ONA seniority. The posted positions will be awarded among the nurses within each unit based on their ONA seniority and at an equivalent or lesser FTE (except if Section 4(H) of this Article applies). A nurse in a lower rated classification will not be awarded a posted position in a higher rated classification. A nurse in a higher rated classification may be awarded a posted position in a lower rated classification.
- E. For purposes of Section 4 of Article 16 only, the term "classification," as used herein, shall refer to each of the following classifications which are listed in the order of highest rated to the lowest rated:

1. Staff Development Educator (SDE) classification;
2. RN Union Staff (prev. AHN) and Clinical Instructors shall be considered one classification;
3. Staff Nurse (Clinical Nurses I, II, III and IV), and Flight Nurse which shall be one (1) classification.

F. If the Medical Center closes a Comparable Unit grouping (as defined in subsection G), each affected nurse may bump a less senior nurse and will receive a full standard orientation.

G. Displacement

A nurse who has been displaced from the nurse's position shall be eligible to exercise the following options:

1. Accept layoff.
2. Accept a house-wide vacancy as follows:

Nurses remaining displaced and/or notified of layoff will be placed on a bargaining unit-wide list in order of ONA seniority. The displaced nurse(s) will be provided a list of all remaining house-wide vacancies and the nurse's ranking within the displaced group. Upon request, nurses can review the bargaining unit seniority list. Within forty-eight (48) hours after receipt of this list of vacancies, the nurse(s) must identify the vacant position(s) the nurse will accept or exercise bumping rights. The nurse being displaced through bumping must follow the same process. If a nurse fails to so notify or fails to accept a position, the nurse will be laid off and shall not be eligible for bumping. A nurse in a lower rated classification cannot accept a vacancy in a higher rated classification. A nurse in a higher rated classification can accept a vacancy in a lower rated classification. All positions shall be awarded on the basis of: (a) ability to do the work; and (b) ONA seniority, in accordance with Section 3(A) above.

3. Exercise Bumping rights as follows:

A nurse may assume the work of less senior nurses in their same classification or lower rated classification or be laid off. Inherent in the bumping option is the nurse's ability to perform the work required as defined in Section 3 of Article 16. A nurse will be deemed qualified to bump into a Comparable Unit and will receive an appropriate orientation into the unit. A displaced nurse may also bump a less senior nurse outside the nurse's Comparable Unit if the nurse has the ability to do the work with a two-week full-time unit orientation. Orientation requirements may be modified by Medical Center management depending on the education, experience and demonstrated clinical competence of an individual nurse.

4. Comparable Units

For purposes of bumping and return and recall the term "comparable unit," as used herein, shall refer to the following:

- a. The Operating Rooms of the Medical Center, including Holmes Division, are comparable units;
- b. The Center for Emergency Care and Air Care Nursing are comparable units;
- c. The Psychiatry units, Psychiatry Staffing Core, and Psychiatry Emergency Service are comparable units;

- d. The Obstetrics units, (OBSCU, Antepartum, Postpartum, Perinatal Staffing Core, NICU) are comparable units;
  - e. The Ambulatory clinics, the Barrett Cancer Center, IV Therapy and the Infectious Disease Center, Ambulatory Women's Health Services and Oral Surgery are comparable units;
  - f. The Critical Care units, PACU and Critical Care Float Pool are comparable units; and
  - g. The Medical/Surgical units, the Medical/Surgical Float Pool, Same Day Surgery including Holmes Division, the intermediate care step-down units, Hemodialysis, telemetry units Intermediate float pool and Endoscopy are comparable units.
5. In the event that regulations dictate job requirements, the Medical Center reserves the right to limit the bumping option to those nurses who meet the requirements. Management reserves the right to force place any nurse choosing layoff if an appropriate vacancy exists.
- H. If it appears at the onset of the reduction of work force that nurses will not be laid off, there will not be any restriction on an individual nurse's ability to increase the nurse's FTE with job bids posted during the reduction in work force process. When bumping, nurses may not increase their current FTE status unless an equivalent FTE position is not available for the nurse to bump into. Whether bidding or bumping, flexible twelve 0.9 FTE is considered equivalent to a 1.0 FTE for purposes of this provision.

With the acceptance of a vacant position or bumping within the Comparable Unit or where the Medical Center closes a Comparable Unit grouping because of the reduction of work force process, applicable nurses will receive the standard orientation associated with their new position. Nurses who exercise their bumping rights outside their Comparable Unit must have the ability to do the work with a two-week full-time unit orientation and will be expected to complete all competencies, generic, departmental and unit within two (2) weeks following assumption of the position, except where the Medical Center closes a comparable unit, as defined in Section 4 (G)(2), in which case the Medical Center will provide orientation. Orientation requirements may be modified by Medical Center management depending on the education, experience and demonstrated clinical competence of an individual nurse.

Nurses who wish to bump into a Staff Development Educator position must possess a Master's of Science in Nursing degree. Nurses who wish to bump into a Clinical Education Instructor position must possess a Bachelor's of Science in Nursing degree. Any nurse who is displaced and/or laid off has the right to displace junior nurses in the same classification or lower-rated classification, but subject to the standards indicated above in subsection G. Seniority and efficiency must be weighed on a case by case basis regarding bumping rights.

I. Return & Recall

- 1. All actively employed nurses, who have been displaced or bumped, will be considered as part of their previous unit and if such has been abolished, then the Comparable Units, for job openings under Section 3 of Article 16, for the immediate twelve (12) month period following their displacement or bump. Job openings will be posted weekly on all comparable units and near the Medical Center's recruitment office. If the job opening is not filled, the opening will be posted bargaining unit-wide and filled, if possible, from other actively employed bargaining unit nurses under

Section 3 of Article 16. To be considered for a posted job opening, a nurse must submit an "Internal Transfer Request" form within the applicable posting period.

2. In seeking new or additional nurses, after complying with paragraph I(1) above, the Medical Center shall first offer active employment to those of its nurses who may then be on layoff status in accordance with the seniority provisions of this Agreement. Such openings shall be filled on the basis of (a) ability to do the work as defined in Section 3 of Article 16, and (b) ONA seniority. Where factor (a) is equal, factor (b) shall be the governing factor.
3. Nurses being recalled to work from a layoff shall be notified by the Medical Center by certified and ordinary mail. The nurse must inform the Medical Center within seven (7) calendar days from receipt of the notification of the nurse's intent to assume the work offered. Failure to respond shall discontinue the nurse's future rights to recall. If the nurse is choosing to return to work, the date of return shall be no more than two (2) weeks from the date the recall is accepted, unless mutually agreed otherwise. Any nurse declining an offered recall position, which is on the same unit from which originally displaced or laid off, unless unit was abolished, then on comparable units, and to the FTE of the position from which originally displaced or laid off, and for which the nurse has the ability to do the work, will cease to have any future recall rights. Failure to return from layoff on the agreed date shall subject the nurse to termination.
4. It shall be the responsibility of each nurse to keep Human Resources informed of the nurse's current address. Nurses shall retain recall rights for the twenty-four (24) consecutive months which follow the layoff, unless otherwise indicated above.
5. Laid off nurses have the option of assuming intermittent status in the float pool without waiver of their recall rights.
6. Recalled nurse(s) shall return to the nurse's previous wage level and shall maintain credit for any time spent at such level.
7. If a unit/program is re-established or redesigned with the same or similar focus as the original unit/program, the displaced nurses from the original unit/program will have the right to bid by seniority for posted positions prior to other nurses for the duration of this contract.

**Section 5.** A nurse who has resigned and/or retires from the Medical Center in good standing may be rehired at the discretion of the Medical Center. A nurse who resigns and is rehired by the Medical Center within one hundred and eighty days (180) days of the nurse's resignation shall receive credit for prior years of service for purposes of wages and benefits. Credit for pension purposes shall not be given for the days between resignation and rehire. Credit will be given to a rehired resignee or retiree for seniority purposes, subtracting from such seniority the time between resignation/retirement and rehire.

A nurse who transfers to a position at the Medical Center that is outside the ONA bargaining unit, but does not terminate employment with the Medical Center, and subsequently returns within twenty-four (24) months to a position within the ONA bargaining unit without a break in service at the Medical Center, shall receive credit for prior years of service in the bargaining unit. Time spent in any non-bargaining unit position at the Medical Center shall not count toward ONA seniority.

A nurse, who has been terminated in accordance with UCMC Short Term Disability Policy #006-06 and is rehired within twelve (12) months, shall receive credit for prior years of service for purposes of seniority. Credit will be given for seniority purposes, by subtracting from such seniority the time between the start of the absence and return to work.

**Section 6.** The Medical Center shall make available on each unit a seniority list showing the seniority of each nurse on that unit on or before the first Monday of January with the Bulk Vacation Book of each year. In addition, a complete seniority list will be available in the nursing staffing office.

**Section 7.** A total of four (4) officers of the local unit will be given super seniority with respect to layoffs only. They are the President and Vice President, Secretary and Treasurer. They shall retain their nursing positions at the time of a layoff so long as there is work to be performed in that nursing unit. If the nursing unit is closed, they shall be assigned to patient care activities normally performed by nurses which they are qualified to perform. If there are no patient care activities normally assigned to bargaining unit nurses which they are qualified to perform, they shall be laid off in accordance with the provisions of this Article 16.

**Section 8.** In the event two (2) or more nurses have identical ONA seniority, the Medical Center wide seniority shall be the determining date. If the Medical Center wide seniority of the nurses is the same, unit seniority shall be the determining date. If this date is also the same, the tie shall be resolved by the highest numerical value of the last four (4) digits of the nurse's social security number.

**Section 9.** In the event that a nursing unit, service or program is consolidated between UHI and another UC Health facility, the following shall apply:

- A. If the unit, service or program is to be located at UHI, then all RN positions shall be included in the bargaining unit; UHI nurses holding positions at the time of consolidation shall, subject to provisions of agreement, remain in their positions. Any additional RN positions arising out of the consolidation shall be posted and filled in accordance with the contractual bidding process.
- B. If the unit, service or program is to be located at another UC Health facility, nurses holding positions in the affected unit at UCMC may be offered a comparable position at the other facility if needed; alternatively they may exercise their contractual rights under the displacement process at Article 16, Section 4. Additionally they shall have preferential hiring for one year at the other facility and their UCMC service credit will be recognized for benefit purposes at the other facility.

# ARTICLE 17

## Salary and Economic Benefits

### Section 1. Wages

#### A. Nurse wages.

##### 1. Year One (July 1, 2015-June 30, 2016)

The base rate in the 2013-15 CBA of \$22.77 will be increased by 2.46% on July 1, 2015 to a new base rate of \$23.33; and each of the horizontal levels on the grid below also include a 2.46% increase over the 2013-2015 CBA grid rates:

Level	1A	1	2A	2	3A	3	4A	4	5	6	7	8
Time in Level	1	1	1	1	1	1	1	1	2	2	3	
CN I	23.33	23.94	24.66	25.38	26.15	26.91	27.86	28.78	31.11	33.57	36.26	39.16
Clinical Educator	25.57	26.35	27.13	28.30	28.77	29.60	30.64	31.67	34.20	36.96	39.90	43.08

##### 2. Year Two ( July 1, 2016-June 30, 2017)

In Year Two, nurses who are eligible to move on the grid below will do so and receive their step increases as shown on the grid below. In addition, effective the first full pay period in January 2017, nurses will receive an across-the-board increase of 2.0% over the Year One rates as shown in the grid below:

Level	1A	1	2A	2	3A	3	4A	4	5	6	7	8
Time in Level	1	1	1	1	1	1	1	1	2	2	3	
CN I	23.80	24.42	25.16	25.89	26.67	27.44	28.42	29.36	31.73	34.24	36.99	39.94
Clinical Educator	26.09	26.88	27.67	28.87	29.35	30.19	31.25	32.30	34.89	37.70	40.70	43.95

##### 3. Year Three (July 1, 2017-June 30, 2018)

In Year Three, nurses who are eligible to move on the grid below will do so and receive their step increases as shown on the grid below. In addition, effective the first full pay period in January 2018, nurse will receive an across-the-board increase of 2.0% over the Year Two rates as shown in the grid below:

Level	1A	1	2A	2	3A	3	4A	4	5	6	7	8
Time in Level	1	1	1	1	1	1	1	1	2	2	3	
CN I	24.27	24.91	25.66	26.40	27.20	27.99	28.98	29.94	32.36	34.92	37.73	40.74
Clinical Educator	26.61	27.42	28.23	29.44	29.93	30.80	31.87	32.95	35.58	38.45	41.51	44.83

4. Wage Level Placement of New Hires

New graduate nurses will be placed at Level 1A. The Medical Center may hire and place up to Level 8 provided the nurse hired has comparable experience as a registered nurse. Any such hiring at Level 8 requires a minimum of fifteen (15) years comparable experience as a registered nurse. As a guideline in determining comparable experience, the Medical Center may consider the quality and quantity of the new hire's experience as a registered nurse.

The ACNO may, on a case-by-case basis, approve the granting of credit for prior health care experience as other than a registered nurse (e.g., surgical scrub tech or LPN) for purposes of wage level placement of new hires or promotions, after consulting with the RNA President and Vice President

5. Part-time and Intermittent Nurse Level-ups

Part-time and intermittent nurses will receive level-ups upon the completion of one (1) calendar year for one (1) year level increases or two (2) calendar years for two (2) year level increases.

B. RN Union Staff (Prev. AHN)

Current active employees holding the position of RN Union Staff (Prev. AHN) will be paid as follows:

	7/1/2015	2017	2018
Hourly	\$42.41	\$43.26	\$44.12

C. Clinical Ladder

The Medical Center maintains a Clinical Ladder system.

1. Nurses shall be promoted, maintained or demoted on the Clinical Ladder in accordance with the current Clinical Ladder Constitution. The Clinical Ladder Committee must be equally represented by RNA and the Medical Center management. Any conflict between the provisions of the Clinical Ladder Constitution and this Agreement shall be resolved in favor of this Agreement. Clinical Ladder compensation shall be governed by this Agreement. Medical Center Administration reserves the right to make all final decisions with regard to promotion and demotion on the Clinical Ladder.
2. A nurse may file a grievance under Article 8 alleging failure of the Medical Center to follow the procedures or criteria for advancement and maintenance as set forth by the Medical Center. However, substantive decisions on advancement within the Clinical Ladder System will not be grievable. Substantive decisions on demotion or maintenance within the Clinical Ladder shall be grievable. It is understood that the criteria for advancement and maintenance within the Clinical Ladder system will be shared with representatives from RNA for purposes of receiving input and recommendations from said representatives of RNA.
3. Clinical Ladder Wages
  - a. Clinical Nurses on Grid.

The term “Clinical Ladder Nurses on Grid” refers to all nurses who are on the Clinical Ladder as of February 2007.

1) Clinical Ladder Nurse Advancement. Clinical Ladder Nurses will advance based on the level to which they have applied. Nurses who advance will be placed on the appropriate level on the grid that amounts to at least a five percent (5%) pay increase for each Clinical Ladder level of advancement.

2) Year One (July 1, 2015-June 30, 2016)

The base rate in the 2013-15 CBA of \$22.77 will be increased by 2.46% on July 1, 2015 to a new base rate of \$23.33; and each of the horizontal levels on the grid below also include a 2.46% increase over the 2013-2015 CBA grid rates:

Level	1A	1	2A	2	3A	3	4A	4	5	6	7	8
Time in Level	1	1	1	1	1	1	1	1	2	2	3	
CN II		26.65	27.46	28.05	29.24	30.23	31.44	32.65	35.27	38.07	41.13	44.42
CN III		29.66	30.69	31.73	33.00	34.27	35.65	37.02	39.98	43.19	46.63	50.37
CN IV		33.32	34.65	35.98	37.44	38.87	40.42	41.99	45.35	48.97	52.88	57.11

3) Year Two (July 1, 2016-June 30, 2017)

In Year Two, nurses who are eligible to move on the grid below will do so and receive their step increases as shown on the grid below. In addition, effective the first full pay period in January 2017, nurses will receive an across-the-board increase of 2.0% over the Year One rates as shown in the grid below:

Level	1A	1	2A	2	3A	3	4A	4	5	6	7	8
Time in Level	1	1	1	1	1	1	1	1	2	2	3	
CN II		27.18	28.01	28.61	29.83	30.83	32.07	33.31	35.97	38.84	41.95	45.30
CN III		30.26	31.30	32.37	33.66	34.96	36.36	37.76	40.78	44.05	47.56	51.38
CN IV		33.99	35.34	36.70	38.19	39.65	41.23	42.83	46.26	49.94	53.94	58.25

4) Year Three (July 1, 2017-June 30, 2018)

In Year Three, nurses who are eligible to move on the grid below will do so and receive their step increases as shown on the grid below. In addition, effective the first full pay period in January 2018, nurses will receive an across-the-board increase of 2.0% over the Year Two rates as shown in the grid below:

Level	1A	1	2A	2	3A	3	4A	4	5	6	7	8
Time in Level	1	1	1	1	1	1	1	1	2	2	3	
CN II		27.73	28.57	29.19	30.42	31.45	32.72	33.97	36.69	39.61	42.79	46.26

CN III		30.86	31.93	33.01	34.34	35.66	37.09	38.51	41.59	44.93	48.51	52.40
CN IV		34.67	36.05	37.44	38.95	40.44	42.05	43.68	47.18	50.94	55.02	59.42

5) Clinical Ladder Nurses on Grid will receive “credit” for time spent on the nurse’s previous level towards the nurse’s new level, provided, however, that nurses who move from a level requiring two (2) or more years for advancement to a new level requiring a shorter period for advancement will only receive “credit” for increments of time less than one (1) year.

- Example 1: a nurse has worked six (6) months as a CNII Level 6 (a two-year level) who is promoted to a CNIII Level 5 (a two-year level) will be “credited” with six (6) months at CNIII Level 5. Therefore, the nurse will level-up to CNIII Level 6 eighteen (18) months after achieving CNIII Level 5 status.
- Example 2: a nurse has worked eighteen (18) months as a CNII Level 5 (a two-year level) who is promoted to a CNIII Level 4 (a one-year level) will be “credited” with six (6) months at CNIII Level 4. Therefore, the nurse will level-up to CNIII Level 5 six (6) months after achieving CNIII Level 4 status.

4. Clinical Ladder Nurses on Recognition Payment

- a. The term “Clinical Ladder Nurses on Recognition Payment” refers to all nurses who are promoted to the Clinical Ladder beginning with the April 2007 application cycle. These recognition payments are in lieu of being paid according to the Clinical Ladder grids in Section 1.C.3.a. of this Article.
- b. Nurses on recognition payment for advancement or maintenance on the Clinical Ladder during the contract (i.e. July 1, 2015 to June 30, 2018), will receive the following recognition payment.

	Payment for 2015-2016	Payment for 2017-2018
CN II	\$3,000	\$3,500
CN III	\$4,000	\$4,500
CN IV	\$5,000	\$5,500

- c. Recognition payments for intermittent nurses, .2 FTE nurses, and .4 FTE nurses shall be paid as follows:

	Payment for 2015-2016	Payment for 2017-2018
CN II	\$2,000	\$2,500
CN III	\$3,000	\$3,500
CN IV	\$4,000	\$4,500

## **Section 2. Differentials**

### **A. Shift Differential.**

1. All nurses hired prior to June 30, 2009 will receive the following shift differential:

The Medical Center will pay four dollars (\$4.00) per hour shift differential for all regularly scheduled hours between 3:00 p.m. and 7:00 a.m., provided the shift ends after 6:00 p.m. or starts before 6:00 a.m.

2. All nurses hired after July 1, 2009 will receive shift differential under the following "New Method":

The Medical Center will pay four dollars (\$4.00) per hour shift differential when more than one-half of the nurse's continuously worked hours are worked between 3:00 pm and 7:00 am. A twelve-hour nurse who works from 7:00 am to 7:00 pm will not receive shift differential under this New Method because the nurse did not work a majority of hours between 3:00 pm and 7:00 am.

- B. Preceptor Differential. All nurses who are not on the Clinical Ladder grid who are assigned to be a Preceptor shall receive an additional one dollar (\$1.00) per hour for all time spent performing such duties.
- C. On-Call Pay. All nurses who are "on-call" shall receive four dollars (\$4.00) per hour.
- D. Charge Differential. All nurses who are not on the Clinical Ladder grid who are assigned to be a charge nurse shall receive an additional one dollar (\$1.00) per hour for all time spent performing such duties. This differential will start the first pay period in January, 2016. The Charge Differential and Preceptor Differential are mutually exclusive: i.e., eligible nurses receive Charge or Preceptor Differential but not both.

## **Section 3. Nurse Appointed in an Acting Capacity**

- A. When a nurse is appointed in an acting capacity to a vacant position in a higher classification covered by this Agreement, the nurse will be paid at the lowest step in the new range which will provide a minimum of five percent (5%) increase in wages. This increase in wages will continue for all hours paid so long as the nurse retains the nurse's acting capacity with no loss of benefits or seniority.
- B. A nurse may voluntarily function in an acting capacity in a vacant position not covered by this CBA for a period not to exceed three (3) months, which may be extended by mutual agreement of ONA and the Medical Center. In this situation, the affected nurse will be given an appropriate orientation to the nurse's acting position and an adjustment in pay will be made, if appropriate.

## **Section 4. Weekend Bonus**

A twenty-five dollar (\$25.00) bonus will be paid for each four (4) hours worked beyond the nurse's regular weekend requirement. Weekend work requirements are noted in Article 11 of this Agreement, except where a nurse requests additional weekend shifts as part of the nurse's regular

schedule or where the unit weekend requirements are less than the maximum level of weekends stated in Article 11.

Nurses who request additional weekend shifts as part of their regular schedules are not eligible for the bonus until weekend shifts are worked in excess of their requested regular schedules.

Where unit weekend requirements are less than the maximum level of weekends stated in Article 11, the weekend bonus is applicable to weekend shifts worked in excess of the unit requirement.

Weekend shifts which are eligible for the bonus are to be scheduled at the discretion of the manager. Written requests for bonus weekends submitted prior to the schedule being posted will be awarded in accordance with seniority.

The weekend bonus is not applicable to on-call shifts, shifts acquired by a trade with another staff member, make-up weekend shifts, or end of shift overtime.

Intermittent nurses are eligible for the weekend bonus after completion of their weekend requirement, outlined in Article 25.

The weekend bonus does not apply to Work On Weekend (“WOW”) or the Weekend Option (“WOP-F”) nurses.

### **Section 5. Extra Shift Bonus**

- A. On an as-needed basis, as determined by the Medical Center, the Medical Center may utilize an extra shift bonus to:
  - 1. Increase staffing during periods of high census or low staffing levels to ensure that patient needs can be met;
  - 2. Encourage budgeted nurses to work above their appointed FTE;
  - 3. Reduce the use of overtime for clinical nurses and/or;
  - 4. Decrease the use of contracted nurses and/or;
  - 5. Decrease the number of call-offs.
  
- B. The Medical Center may utilize the extra shift bonus on a per cost center or bargaining unit-wide basis.
  
- C. The extra shift bonus will be paid for actual hours worked for additional shifts over and above the nurse’s FTE during the week. For the purposes of this program a shift is defined as an additional shift (s) of four (4) hours or greater.  

The bonus will be paid at a rate of seven dollars (\$7.00) per hour for the actual hours worked during the week for additional shifts over and above the nurse’s FTE. Additional shifts above the nurse’s FTE which occur during the weekend (3 p.m. Friday through 7 a.m. Monday) will be paid at a rate of ten dollars (\$10.00) per hour for the actual hours worked.
  
- D. All budgeted nurses are eligible. Intermittent nurses must work a minimum of sixteen (16) hours in a week (Sunday through Saturday) in order to be eligible for the bonus. The extra shift bonus will not be paid in any of the following situations:
  - 1. End of shift hours which are additional hours worked beyond the regular shift which are less than four (4);
  - 2. Any and all required in-service and training sessions, including orientation, even when those hours may be scheduled above the nurses FTE;
  - 3. During weeks in which the nurse has unscheduled PTO and/or;

- 4. Where extra shifts result from nurse trades.
- E. The Medical Center will provide RNA with data on a semi-annual basis on how many nurses received the bonus and the number of hours paid.
- F. The RNA and the nursing units will be provided notice prior to the utilization of the extra shift bonus and prior to the discontinuance thereof.

**Section 6. UC Health Increases**

- A. Should UC Health make system-wide increase(s) in shift differential, on-call pay, preceptor differential, weekend bonus, extra shift bonus, or wage range minimum and/or maximums in excess of those in effect for ONA at the time of UC Health increases, the Medical Center will increase those items for ONA nurses to UC Health rates, after first consulting with the ONA.
- B. Should UC Health offer on a system-wide basis a Charge Nurse differential, Certification differential or Degree differentials (e.g., BSN, MSN, PhD), to other UC Health employees during the term of this Agreement, the Medical Center shall offer the same to ONA nurses, after first consulting with the ONA.

# ARTICLE 18

## Overtime

### Section 1.

- A. Overtime is defined as that time in active pay status which is in excess of forty (40) hours during any work week. Overtime does not begin until the fortieth (40<sup>th</sup>) hour has been completed. Therefore, overtime shall only be indicated after that point, and shall be compensated at one and one half (1.5) times the base rate of pay.
- B. Active pay status is defined as any time for which an employee is paid, except sick time. Therefore, it is possible for vacation, or holiday pay to create an overtime situation. This definition of active pay status is limited in its application to Article 18.
- C. Shift differential is included in the base rate for overtime calculations.
- D. Overtime pay for a holiday worked is not included in the forty (40) hour base for overtime calculations (see Article 9, Section 4).
- E. Hours worked in excess of eight (8) hours per day do not constitute overtime if they occur prior to the completion of the fortieth (40<sup>th</sup>) hour within a work week.
- F. It is not the intention of the Medical Center to schedule nurses to work with less than ten (10) hours between shifts. However, it is recognized that situations may arise which require nurses to return to work with less than ten (10) hours between work shifts. This section does not apply to callbacks, weekend nurses currently working the "F" day, mandatory overtime, and situations where the nurse requests such a schedule.

### Section 2. Limited Reopener for Compensatory Time

In the event legislation goes into effect during the term of this agreement relating to compensatory time in the private sector, the Medical Center and the Union agree to a limited reopener to discuss same.

### Section 3. Cancellation of Overtime Shifts

Management may cancel overtime one (1) hour before the shift for the Medical Center, so long as the cancellation is made in accordance with Article 11, Section 4(A). If a shift of overtime is cancelled less than one (1) hour prior to the beginning of the overtime shift, a nurse will receive two (2) hours of pay. If the nurse is on duty, management may at any time verbally cancel the overtime with the nurse. Unless otherwise approved by the nursing leader, a nurse who needs to cancel an overtime or extra shift must find a replacement as outlined in Article 11, Section 4(B).

### Section 4. Mandatory Overtime

It is not the policy of the Medical Center to use mandatory overtime for nurses. The Medical Center believes that mandatory overtime is an inappropriate and ineffective solution to nursing shortages and staffing issues and is generally not in the best interests of our patients or staff.

RNA and the Medical Center agree that an issue of mandatory overtime does not arise in the situation in which a patient emergency or procedure necessitates the nurse work a short time beyond the normal end of shift to complete the procedure or resolve the patient crisis. The Parties recognize that a professional nurse would not leave a patient in an emergency situation. The Parties further recognize that a professional nurse has an obligation and a right to decline mandatory overtime, without fear of

disciplinary recourse, if the nurse feels that fatigue will adversely impact the nurse's ability to provide safe patient care.

- A. The available nurse with the least seniority within the unit will be assigned to work Mandatory Overtime hours. Notification of Mandatory Overtime will be made by the nursing leader.
- B. All instances of Mandatory Overtime assignment will be reviewed by the labor management committee. Nursing leadership will notify the RNA President or Vice President of all mandatory overtime assignments.
- C. A nurse will not be called for Mandatory Overtime from home.
- D. No nurse will be given Mandatory Overtime more than four (4) hours at any one time, and no more than twice in a pay period.
  - 1. Once Mandatory Overtime is worked, the nurse will not be required to work Mandatory Overtime again until all other available nurses in the unit have worked Mandatory Overtime.
  - 2. The classification used to fill a vacancy with mandatory overtime will be the one most appropriate to the patient care needs of the unit.
- E. Mandatory Overtime will be put into effect at least one (1) hour before the known scheduled shift if the vacancy is known in advance and excluding sudden patient care emergencies. If a nurse currently on duty on the unit is assigned to work Mandatory Overtime, then the nurse who has worked overtime least recently will be assigned to work Mandatory Overtime.
- F. Operating Room/TACU/Ambulatory/Outpatient Units Mandatory Overtime language. Overtime at the close of a shift does not constitute Mandatory Overtime unless it exceeds sixty (60) minutes. After sixty (60) minutes and it has been reviewed and approved by senior nursing leadership it will be considered Mandatory Overtime.
- G. In the event mandatory overtime is required – which should rarely, if ever, occur – it will be clearly communicated to the nurse that it is mandatory overtime and the nurse will receive three (3) times the nurse's normal rate of pay for those in Mandatory Overtime hours. In the event mandatory overtime is required, the Medical Center will not avoid its use for the sole purpose of not paying those wages.

## ARTICLE 19

### Professional Development

The Medical Center values and supports the personal and professional growth and development of registered nurses. Emphasis is placed on providing career development, orientation, in-service and formal education and professional certification.

**Section 1.** Nurses .5 FTE and above are eligible for the Medical Center Tuition Assistance Policy which is incorporated herein by reference. Copies of the Tuition Assistance Policy (007-04) are available by electronic access or hard copy in Human Resources. Should UC Health enhance the Tuition Assistance Policy for non-ONA employees, the Medical Center will offer the same enhancement to ONA members.

**Section 2.** Payment of tuition reimbursement will be credited to the year that the credits were obtained if the nurse submits the required paper work by the deadline established by the Tuition Assistance Policy.

**Section 3.** School attendance of nurses under the Tuition Assistance Policy will be during off duty hours.

**Section 4.** Nurses have a professional responsibility to obtain contact hours for relicensure. The Medical Center will assist with the continuing education requirements by providing all nurses with thirty-two (32) education hours per calendar year with pay which includes work-related meetings, conferences, conventions, and Medical Center-approved distance learning courses. Scheduling of these hours is based on patient care needs and ONA Medical Center-wide seniority within the unit. Medical Center required mandatory education programs will not be counted toward the thirty-two (32) education hours per calendar year with pay. For nurses working a .5 FTE and/or above, mandatory education hours may count toward the nurse's FTE. For nurses working a full-time FTE (0.8 or above) mandatory education hours shall count toward the nurse's FTE unless mutually agreed upon by the nurse and nursing leader.

**Section 5.** The Medical Center will provide to every unit where bargaining unit member(s) work, a centralized listing of continuing education and workshop offerings offered the Medical Center. Additionally, a list of the Medical Center's offerings will be forwarded to each nurse's Medical Center web-mail account and placed on the Staff Development bulletin board no later than September 1, of each calendar year. No less than twelve (12) contact hours will be offered annually free of charge to nurses. Any paid time for contact hours is counted toward the nurse's thirty-two (32) education hours specified above in Section 4. Approval of education hours is subject to the manager's discretion and safe staffing; but otherwise such request shall not be denied on the basis of the availability of bulk vacation hours.

**Section 6.** At least annually, or more frequently upon the request of either party, the Administrator of Patient Care Services or designee and the Nurse Executive Committee, shall meet to exchange information on continuing education offerings.

**Section 7.** All nurses shall be eligible to attend, without loss of pay and at the expense of the Medical Center, meetings or seminars which are approved by the Medical Center as being of benefit to the Medical Center and to the professional development of the nurses involved. The number of nurses who are authorized to attend any said seminars or meetings will be determined by the Medical Center contingent upon the needs of patient care. Selection of the attendees will

be made by the Medical Center with input from the self-scheduling committee and/or unit based design councils. A chartered subcommittee of NEC, as stated in Article 22, Section 2.D, will develop a list of criteria to select nurses who wish to attend any said conference, seminar and/or meeting. This subcommittee shall be formed no later than October 2011. Any approval/denial will be provided in writing at the nurse's request.

**Section 8.** Non-budgeted nurses are not eligible for Tuition Assistance Policy benefits. They will be paid for mandatory education required by the Medical Center.

**Section 9.** The Medical Center shall provide nurses with opportunities for enhancing and broadening professional skills and knowledge. Such opportunities will be available to all nurses and posted on the units for sign up. Awarding of such opportunities will be based upon the needs of the nurses on the unit and determined by the nursing leader with input by individual unit based councils.

**Section 10.** The Medical Center will provide nurses with mandatory education programs as defined by the unit specific competencies free of charge. On a space available and first come, first served basis, the Medical Center will provide the above-referenced education programs including but not limited to ACLS, TNCC, PALS and CPI/ART, free of charge to interested nurses. Attendance will be unpaid unless part of the thirty-two (32) hours referred to in Section 4.

**Section 11.** Upon successful completion of a nationally recognized certification program, the Medical Center shall reimburse up to three-hundred fifty dollars (\$350) the cost of one certification exam or one recertification to any active nurse regularly scheduled .5 FTE or above per calendar year. This certification must be in the nurse's current area of practice and approved by management. This reimbursement will be paid upon receipt of documentation of expenses incurred for certification and an educational presentation mutually agreeable between the nurse and nursing leader within six (6) months following certification. All Medical Center required certification(s) and recertification(s) will be reimbursed in full upon successful completion.

**Section 12.** A nurse shall be designated to be in charge by the nursing manager. The assignment of charge nurse shall be rotated on an equitable basis on the nursing unit. The Medical Center shall provide educational opportunities to all new charge nurses based on the developed program within each unit.

**Section 13.** A preceptor is defined as a nurse who agrees to be responsible for the education and orientation of newly hired nurses, agency nurse, newly transferred nurse, student, and other health care worker. Preceptors must demonstrate ability and expertise in their clinical practice setting, as well as the ability to mentor and guide less experienced staff. Preceptors are required to have at least six (6) months of experience out of orientation in the unit they are precepting on, unless the nurse has equivalent experience in that area. Preceptor criteria will be set by the collaborative efforts of the Competency Committee and unit based councils as set forth in Article 7, Section 3. All new preceptors will attend an initial preceptor workshop. This workshop will be on paid time and not count toward the thirty-two (32) hours of a nurse's education time. Nurses who agree to serve as preceptors shall not be assigned to educate and orient more than one (1) employee at any given time.

## ARTICLE 20

### Performance Evaluations

**Section 1.** All nurses are to be evaluated (rated and reviewed) by nursing leaders. The performance evaluation process will include self evaluation and may include peer review. Nurses who have received an overall performance evaluation rating that meets or exceed standards but with separate criteria rating(s) that does not meet standards may submit a written response which will be included as part of the performance evaluation record. Nurses who received an overall performance evaluation rating that does not meet standards shall have access to the following performance evaluation review procedure. Within fourteen (14) calendar days of receiving the performance evaluation, the nurse shall inform the next level of nursing leadership above the evaluator of the desire to appeal the performance evaluation. Such notification shall be by e-mail and shall list the areas of the evaluation that the nurse disagrees with and why. Within fourteen (14) calendar days from receipt of the electronic notification of appeal, the nursing leader will convene a meeting with the appealing nurse and the evaluator, and the RNA representative if desired. The purpose of this meeting is to ensure that there is complete communication between the parties and to explore the possibility of conciliation. Any changes which arise from this meeting will be communicated to the nurse in writing within fourteen (14) calendar days of the meeting.

If the conciliation meeting does not result in a satisfactory adjustment of the performance evaluation, the nurse may request, within fourteen (14) calendar days, a review by the performance evaluation review committee. This committee shall consist of a clinical nurse selected by the RNA, a nursing leader selected by the Medical Center, and a clinical nurse mutually selected by the appointed nursing leader and clinical nurse. Such meeting will be convened within fourteen (14) calendar days of written receipt of the nurse's desire to further appeal the nurse's performance evaluation. Such an appeal should be in writing by e-mail to the office of Human Resources.

It will be the responsibility of the review committee to hear evidence from both the nursing leader/evaluator and the nurse. The nurse shall have the right of RNA representation at this meeting. The review committee will render a decision on all issues submitted within fourteen (14) calendar days from completion of the meeting. The opinion of the review committee shall be final and the original evaluation shall be removed if the original evaluation is amended.

Performance evaluations with an overall rating of the top level on the evaluation shall not be subject to this review process or any other review or grievance process. A nurse who takes exception to such an evaluation may have a written statement of the nurse's objections made a permanent part of the performance evaluation.

**Section 2.** The participation of bargaining unit nurses in the creation or revision of job descriptions and evaluation forms, does not mitigate or waive the rights of ONA to later challenge the implementation and/or utilization of the job descriptions and evaluation forms. Prior to the implementation and/or utilization of a bargaining unit job description and evaluation form, the Medical Center must give a local unit President and Vice President and ONA at its Columbus office, at least sixty (60) days notice.

**Section 3.** A nurse must complete mandatory education and health testing (e.g., TB testing, infectious disease testing) in order to receive an overall performance rating that meets expectation on the nurse's evaluation.

**Section 4.** For areas of evaluation other than mandatory education, regulatory compliance and health testing, a nurse will be given prior notice within the evaluation period if the nurse is to receive less than satisfactory in an area of evaluation. In the event of a negative peer review, the nurse shall have the right of rebuttal. The nurse will be provided specifics which resulted in the negative peer review. If the nurse who receives less than satisfactory in an area claims in the performance meeting that the nurse did not

have a reasonable amount of time to correct prior to the evaluation, the nurse may submit to the nurse's manager an action plan and demonstrate improvement within thirty (30) days. Upon successfully completing an action plan, the nurse's evaluation will be amended accordingly.

## ARTICLE 21

### Workplace Safety

The Medical Center agrees to provide adequate safety equipment and working conditions which meet applicable regulations, guidelines and standards, and ultimately provide a safe, non-threatening environment with a policy of zero tolerance toward workplace violence. Workplace safety includes but is not limited to, two categories including Nurse Practice Safety and Environment of Care Safety, as outlined below. Nurses are encouraged to report potential hazards as they are identified to Nursing Leadership, such reports are then subsequently submitted to the Safety Taskforce.

**Section 1. Nurse Practice Safety.** The Medical Center will strive to create an environment free of hazards eliminating and/or reducing nurse and patient exposure to conditions which may lead to injury.

- A. **Exposure.** A nurse who has been exposed to blood or body fluids while on duty must call (513) 585-8000 in accordance with established guidelines. Thereafter, if the nurse acquires a potentially fatal, debilitating illness or disease, which is determined to be attributable to this work exposure, the nurse shall be able to continue to work so long as the nurse, the nurse's physician, and the Medical Center believe it is safe for the nurse and the nurse's patients. The Medical Center will comply with all relevant state and federal regulations regarding making reasonable accommodations in the nurse's work assignments. Incapacity for duty caused by a potentially fatal, debilitating illness or disease which is determined to be attributable to this work exposure shall be recognized as subject to presumptive workers' compensation, subject to rebuttal by credible evidence of other non-job related exposures.
- B. **Orientation.** Orientation to new equipment will be made available to the nurse before the nurse is required to use it. This orientation will occur on paid time.
- C. **Safe Patient Handling.** The Safe Patient Handling Task Force shall obtain input from unit based councils and develop recommendations including the type and quantity for appropriate lift devices/safe patient handling equipment annually. RNA shall appoint no less than three (3) members to the Safe Patient Handling Task Force. The recommendations shall be reviewed by the CNO within thirty (30) days of receipt and those that are approved shall be implemented. The Medical Center shall provide to the unit based councils a list of products and vendors available to meet identified needs.

If a safe patient handling issue arises, a peer review may be requested by the nurse to determine the next step to position the patient. Peer review will be considered in determining whether corrective action for any refusals is appropriate. The Medical Center will provide annual education for bargaining unit nurses regarding safe patient handling. Said education should be interactive, on paid time, and not count toward the nurse's education hours. The Medical Center will provide ONA access to the Medical Center OSHA 300 log upon ONA request to Medical Center Human Resources.

**Section 2. Environment of Care Safety.** The Medical Center will strive to provide a safe environment free of potential hazards encompassing a clear policy of zero tolerance for workplace violence (including verbal and nonverbal threats) by staff, patients or visitors.

- A. **Security/Safety Committee.** One nurse representative from RNA will be a paid participant on the Medical Center Safety/Security Committee. The main charge of the Medical Center Safety Committee is to address employee workplace injury issues and to address Medical Center security issues impacting employees, patients, physicians, and public users of the

Medical Center. The nurse representative on this Committee may submit agenda items to be addressed by Committee. The representative will be provided with copies of the regular monthly reports of workplace injuries. Copies of any distributed, non-privileged agendas/committee reports/minutes, if any, will be sent to RNA president and vice president.

- B. Identification.** Each nurse will be provided with a flip over card to be worn in front of the nurse's Medical Center identification badge which will identify the nurse as a registered nurse employed by the Medical Center and contain only the personal information of the nurse's first name
- C. Lock-Down Plan.** The Medical Center will provide all nursing units with doors that can be secured.
- D. Performance Expectations.** The Medical Center will communicate performance expectations for efficient and effective security to Medical Center contractors /Medical Center-employed security, of security personnel on at least an annual basis. The Medical Center will solicit ONA and RNA's input into the communication and will share it with ONA and RNA in writing. Security concerns will be discussed no less than quarterly in LMC.
- E. Safety Hotline.** The Medical Center will maintain a safety hotline (584-2109) accessible for nurses and employees to make workplace safety suggestions. NOTE: Employee calls for emergency or non-emergency response dispatch should go to 911 or 4-1111, respectively, not the safety hotline. Human Resources will operate the safety hotline, review the information collected, and report to LMC monthly for review and determination of its effectiveness.
- F. Security Presence.** An officer shall be dedicated to the Center for Emergency Care and stationed in the lobby/triage area twenty-four (24) hours per day, seven (7) days per week. Subject to their other security duties, security officers should regularly round in all patient care areas on each shift.
- G. Safety Education.** The Medical Center will provide annually an education program to nurses that will address environment-of-care safety, including techniques in de-escalation of violence and non-violent crisis intervention. This educational program does not count towards a nurse's education hours.

## **ARTICLE 22**

### **Committees**

#### **Section 1. Labor Management Committee**

- A. The Medical Center and ONA 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 (“LMC”) has been established. The LMC’s mission is to cooperate on matters of mutual interest to promote quality patient care and to create a more satisfying and productive workplace. This will be achieved by working toward solutions on matters of mutual interest and concern relating to labor/management relations and any other issue agreed on by the parties. Medical Center administration will give due consideration and weight to implementing recommendations which are the result of LMC consensus. This is not intended to change Article 3.
- B. The LMC will meet at least once a month. It will develop procedures in advance regarding: notice of or change of agenda items; recording of and approval of minutes; maintenance of minutes and other LMC records. The web-mail account referenced in Article 6, Section 10 of this Agreement may be used for communication of LMC agendas, minutes and other items of mutual interest relating to the LMC. A training program focused on effective committee work will be provided by the Medical Center for LMC participants at no cost to them.
- C. Participants shall consist of: the RNA President and Vice President or their designees and the ONA Staff Representative, and three (3) Medical Center Representatives, including at least one senior nursing administrator. By mutual agreement, either party may bring in non-participants who have information or resources which could assist in the resolution of agenda items.
- D. 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.
- E. The parties may jointly agree to both standing and ad hoc sub-committees for the purpose of addressing specific problems or issues. Upon completion of the project for which it was formed, a sub-committee will issue a final report to the LMC.
- F. All committee and sub-committee work will be on paid time.

#### **Section 2. Nursing Executive Council**

- A. The purpose of the Council is to develop recommendations for strategic planning for the nursing division, including but not limited to Joint Commission, Magnet and other recognition processes for clinical excellence.
- B. The Nursing Executive Council shall convene at least quarterly.
- C. The Council shall be chaired by the Chief Nursing Officer who will appoint members, including but not limited to the Assistant Chief Nursing Officers, RNA President and Vice

President, Clinical Ladder Chairs, Education Director and PPO President and PPO President elect.

- D. Chartered sub-committees may be created for the purpose of addressing specific problems or issues that impact nursing practice. Upon completion of the project for which it was formed, the sub-committee will submit report(s) as requested by the CNO. The Council will review accountability and performance expectations for security personnel in the interest of Medical Center workplace safety pursuant to Article 21. The Council will also review educational needs assessment of staff.
- E. All Council and chartered sub-committee work will be on paid time.
- F. The Nursing Executive Council shall assist in reviewing the staffing plans for each inpatient unit annually to ensure professional standards are met including but not limited to evidence based staffing models, patient acuity and individual professional practice.

**Section 3.** The LMC, Nursing Executive Council and/or any of their sub-committees shall have no power to effect changes to any of the parties' collective bargaining agreement or to any other matter affecting the employment status of nurses. In no case shall any matter considered by the Committees/Council under this Article be subject to the grievance and arbitration procedures of the parties' collective bargaining agreement.

# **ARTICLE 23**

## **Contracted Nurses: Agency/Travel Nurses**

### **Section 1. General Principals**

Nurses employed by the Medical Center provide the optimal level of nursing care to our diverse patient population. The Medical Center's basic policy is to use its registered nursing staff whenever possible. Contracted nurses shall be used only as a supplement to and not to permanently replace nurses employed by the Medical Center. Contracted nurses will be scheduled in accordance with Article 11. The Medical Center will not assign a schedule to a contract/agency nurse that the Medical Center would not offer to a bargaining unit nurse; unless Nursing Leadership deems it necessary to meet the needs of the department or unless a bargaining unit nurse is unwilling to accept the schedule.

### **Section 2. Terms**

- A. "Contracted nurse(s)" in this Article encompasses both agency and travel nurses.
- B. An agency nurse is a non-bargaining unit / non-employee nurse who is contracted by the Medical Center to work a specific shift on an as-needed basis.
- C. A travel nurse is a non-bargaining unit / non-employee nurse who is contracted by the Medical Center to work for a specified period of time.

### **Section 3. Contract Review**

The Medical Center may enter into a contract(s) for supplemental staffing specifying requirements for licensure, identification, conditions of work, orientation, and quality assurance. These specifications may be reviewed by the LMC prior to renewal of the contract.

### **Section 4. Orientation**

Contracted nurses will be given a specifically prepared orientation program of not less than one (1) day unless such nurse has been employed by the Medical Center within the past twelve (12) months as a registered nurse.

### **Section 5. Leadership Responsibilities**

A contracted nurse shall not be assigned leadership or shift leader responsibilities unless the nurse has had appropriate charge nurse experience at the Medical Center and no other qualified unit or service based nurse is available. The contracted nurse shall be expected to otherwise perform substantially the same functions as Medical Center staff nurses.

**Section 6.** No Medical Center nurse shall be displaced from her assigned unit by a contracted nurse.

**Section 7.** Contracted nurses will not be guaranteed more than forty (40) hours per week after September 1, 2005.

**Section 8.** Contracted nurses will be assigned through a single centralized source, with the exception

of “closed” units (i.e. OR, Dialysis, etc.).

**Section 9.** A travel nurse will not be permitted to work at the Medical Center in excess of one (1) year without a break of at least six (6) months. The one (1) year-period will commence on the first day of the travel nurse’s initial contract (after completing the six (6) month period) and will expire three hundred and sixty-five (365) days later. During the six (6) month break, the travel nurse may not work in the Medical Center as a contracted nurse.

**Section 10.** Travel nurses will be contracted for shift rotations that have been or are posted according to Article 16. Positions that are temporarily filled by travel nurses will be considered vacant positions and shall remain posted with the Medical Center actively recruiting for the positions, until they are permanently filled.

**Section 11.** On Critical Care Units, the Medical Center will offer work to Critical Care Float Pool and SSP nurses before assigning contracted nurses.

**Section 12.** The Medical Center will assign all contracted nurses working first shift day assignments to a parking location other than North or Goodman Garages. Information regarding RNA nurses who are denied access to North or Goodman Garages will be reviewed at least quarterly at Labor Management.

## ARTICLE 24

### Work On Weekends

**Section 1.** The Medical Center has a Work on Weekend (“WOW”) plan. The primary purpose of the Work on Weekends plan is to provide alternative methods of weekend coverage while potentially reducing the number of weekends that non-participating nurses must work. In addition, WOW provides the opportunity to eliminate regularly scheduled shifts exceeding twelve (12) hours. Participants in WOW will work two (2) twelve (12) hour, three (3) twelve (12) hour, one (1) eight (8) hour and two (2) twelve (12) hour, or three (3) eight (8) hour shifts per weekend. Scheduled shifts may not exceed twelve (12) hours in length.

Nurses who currently hold a 1.0 Weekend Option Plan position shall be grandfathered in that position for the duration of the nurse’s time in that position.

**Section 2.** Weekend hours for WOW schedules are defined as 1500 Friday through 0715 Monday.

#### **Section 3. Program Eligibility and Parameters**

##### **A. Eligibility**

The nurse must be experienced and capable of assuming the shift leadership role in the unit or service. The nurse must have at least two (2) years of nursing experience and have at least an Effective rating on their most recent performance appraisal, if applicable. Additionally, the nurse may be ineligible if the nurse received formal corrective action in the preceding consecutive twelve (12) month period.

##### **B. Schedule**

1. Based on the unit needs, the nursing leader will determine the number of WOW positions to be offered. Nursing leaders are encouraged to utilize WOW positions to the greatest extent possible.
2. Participants will work two (2) twelve (12) hour, three (3) twelve (12) hour, one (1) eight (8) hour and two (2) twelve (12) hour, or three (3) eight (8) hour shifts on every weekend.
3. Participants will not be required to rotate shifts unless mutually agreed.
4. Participants will not be scheduled with less than ten (10) hours between scheduled shifts unless agreed otherwise.
5. Participants will work scheduled holidays that fall on a weekend but will not be required to work more than four (4) holidays per calendar year. If a participant volunteers to work on a holiday that falls on a weekday, the participant will be compensated for one and one half (1.5) times the nurse’s base rate of pay.
6. Participants may work additional hours/shifts at base rate plus applicable shift differentials and bonuses in accordance with Article 17.
7. Participants will be considered a budgeted .6, .8 or .9 FTE and may not maintain a secondary budgeted FTE position.
8. Participants will not be required to be on-call unless mutually agreed.

C. Compensation

1. Participants will receive a premium of one and one half (1½) times base pay for weekend hours worked. Participants will not be eligible for any additional premium payments for weekend hours worked.
2. Participants will be paid applicable shift differentials.
3. Participants will be paid overtime for hours worked over forty (40) in a workweek.
4. Orientation, education and meeting hours will be paid at base pay rate and will not count towards the participant's required weekend hours.
5. Unless mutually agreed otherwise, mandatory education requirements for nurses working .8 FTE or above will count toward the nurses required weekend hours.

D. Benefits

1. Participants will receive all benefits available to those working a budgeted .6, .8 or .9 FTE.
2. Participants will accrue PTO as outlined in Article 27.
3. Participants will be paid available PTO for any hours missed on the weekend.
4. Participants working a .6 FTE may receive up to ninety-six (96) hours of weekend time off in a vacation year. Participants working a .8 FTE may receive up to one hundred and twenty eight (128) hours of weekend time off in a vacation year. Participants working a .9 FTE may receive up to one hundred and forty-four (144) hours of weekend time off in a vacation year. For scheduling purposes, a vacation week will commence on Monday and conclude on the following Sunday. Vacation will be scheduled in accordance with Article 10.
5. Participants with five (5) or more years of continuous service may have one shift of their choice off when their birthday falls within scheduled hours. If the shift is denied, the nurse will have the option of utilizing the birthday shift within the next twelve (12) months.
6. One of the following options will not count toward the participants ninety-six (96), one hundred and twenty-eight (128) and one hundred and forty-four hours (144) of weekend time off.
  - a. Weekend hours as referenced in Article 11 Section 7(A)(4);
  - b. Education hours as referenced in Article 19 Section 4.
7. Low census days will not count toward the participant's ninety-six (96) or one hundred twenty-eight (128) or one hundred forty-four (144) hours of weekend time off.
8. Participants may trade a weekend shift, but such trade will result in the nurse only being paid at her base rate of pay (plus applicable shift differentials and bonuses) unless the traded shift occurs on the weekend. Such trade will not count toward the participant's ninety-six (96), one hundred twenty-eight (128) hours or one hundred and forty-four (144) hours of weekend time off.
9. Unscheduled absences will count toward the ninety-six (96), one hundred twenty-eight (128) hours or one hundred and forty-four (144) hours of

weekend time off and are subject to the Time and Attendance policy. Participants taking more than ninety-six (96), one hundred twenty-eight (128) hours or one hundred and forty-four (144) hours of time may be removed from the WOW program for not fulfilling program requirements. Participants who are removed from the WOW program may bid into the nurse's respective unit or bargaining unit wide open positions pursuant to Article 16.

10. Participants will be eligible for tuition assistance according to Medical Center Policy number 007-04, Tuition Assistance.

## **ARTICLE 25**

### **Non-Budgeted Nurses (Intermittent)**

The Medical Center maintains a staff of non-budgeted licensed registered nurses (“non-budgeted nurses”) classified as intermittent (aka “UBI”) to provide patient care on an “as-needed basis.”

#### **Section 1. Qualifications**

Only currently licensed registered nurses with at least twelve (12) months patient care experience are eligible.

#### **Section 2. Posting.**

All open and/or new non-budgeted nurse positions will be posted and awarded according to Article 16.

#### **Section 3. Orientation**

The Medical Center will provide paid orientation according to Article 7 of this Agreement.

**Section 4.** A nurse who is initially hired into a non-budgeted position shall serve a probationary period pursuant to Article 7.

#### **Section 5. Salary**

Wages and shift differential will be paid according to Article 17.

#### **Section 6. Benefits**

A. Intermittent Nurses. Intermittent nurses do not receive PTO, health insurance, leave of absence (unless otherwise eligible), disability leave, life insurance, or dental insurance. They are not eligible for tuition assistance. They do not receive holiday pay except when they work on the holiday. Previously accrued sick leave and/or PTO may be used when illness occurs on the job and the nurse must leave her unit/service before the end of the scheduled shift or for low census days.

#### **Section 7. Seniority**

Non-budgeted nurses accrue seniority in accordance with Article 16. Intermittent nurses must choose one (1) unit/service in which to be considered unit staff for job opening posting and bidding purposes.

#### **Section 8. Scheduling**

##### **A. Intermittent Scheduling**

The intermittent nurse will be required to work seventy-two (72) hours every calendar quarter. Of the seventy-two (72) hour requirement, twelve (12) hours must be worked on weekend shifts as defined in Article 11. The total number of hours worked throughout the calendar quarter will be applicable towards satisfaction of this requirement. Hours canceled by the Medical Center will be counted towards the

seventy-two (72) hour requirement. Intermittent nurses who work on units with no weekend requirement are exempt from the weekend obligation. The weekend bonus is only applicable after twelve (12) hours are actually worked on a weekend during the calendar quarter. The intermittent nurse may submit scheduling availability in accordance with Article 11. The intermittent nurse is not limited in the number of hours the nurse may work per pay period.

For nurses hired mid quarter, the hours will be prorated. Notice of exceptions to these requirements will be communicated to Human Resources and Nursing Leadership. For nurses who do not meet these requirements for two (2) consecutive quarters, a review by the CNO or VP of Human Resources will be completed to determine eligibility.

### **Section 9. On-call and Call-back**

Non-budgeted nurses may assume on-call responsibilities whether trading with other scheduled nurses or filling on-call vacancies. On-call pay will be in accordance with Article 17. If called back, Article 11 applies and compensation will be at the base rate plus any applicable differentials or overtime. Hours worked as call-back will count towards requirements.

### **Section 10. Intermittent Nurse Holiday**

Any nurse assuming an intermittent position shall be assigned to an A/B or A/B/C group holiday schedule per designation on the unit position control and will be required to work one (1) holiday within that group. The holiday requirement is satisfied by any hours worked on a designated holiday.

### **Section 11. Trades**

Intermittent nurses may trade shifts with budgeted nurses. A trade is defined as an exchange of scheduled or unscheduled hours between the two (2) nurses and/or in accordance with Article 11, Section 5(B).

**Section 12.** As an incentive for non-budgeted nurses to increase their FTE to a PTO-eligible FTE in accordance with the Medical Center's PTO program, the Medical Center will open and credit a PTO bank up to forty (40) hours for non-budgeted nurses who increase their FTE, subject to the following:

- A. PTO will be pro-rated based upon the nurse's new FTE.
- B. The nurse (including newly hired non-budgeted nurses) must be in a non-budgeted position for at least six (6) months and comply with Article 25, Section 8 to be eligible.
- C. The nurse must remain in the new position for a minimum of six (6) months.
- D. An eligible nurse may only receive this credit twice during the nurse's employment at the Medical Center.

## ARTICLE 26

### Pension & Retirement

**Section 1.** Nurses who are participants in the Retirement System of the City of Cincinnati (“City Plan”) shall remain employees of the University until they are eligible to retire only for the sole and limited purpose of allowing them to remain participants in the City Plan after 12:00 midnight, December 31, 1996. For all other reasons and purposes, they will be employed only by UCMC on and after 12:01 a.m. January 1, 1997.

**Section 2.** Nurses who participate in PERS or the City Plan shall continue to make their required employee contributions to PERS or the City Plan, as applicable, in accordance with the provisions of said plans. Such employee contributions shall be made through payroll deduction in conformance with PERS.

**Section 3.** The defined benefit plan sponsored by UC Health was frozen as of December 31, 2014, meaning that no participants in the plan will accrue additional benefits under the plan after that date and benefits accrued under the plan as of that date will be preserved and continue to be subject to the terms of the plan. Any plan participant with less than five (5) years of vesting service on December 31, 2014 will continue to earn vesting service for every calendar year she/he works at least 1000 hours until fully vested with a total of five (5) years. The benefit formula under the plan (prior to freeze of the plan as of December 31, 2014) is: the sum of one percent (1%) of final average earnings up to covered compensation plus one point thirty-five percent (1.35%) of final average earnings in excess of covered compensation, multiplied by years of credited service up to thirty (30). For purposes of this pension plan:

- A. Final Average Earnings is the average of the nurse’s five (5) highest consecutive years of earnings in the ten (10) years preceding retirement date.
- B. Covered Compensation is the average of the taxable wage base for each of the thirty-five (35) years immediately preceding and including retirement date as defined by Social Security. In determining Covered Compensation for any given year, it is assumed that the current wage base remains constant.
- C. Credited Service is based on the nurse’s employment at UCMC beginning January 1, 1997. If the nurse is not vested in a benefit from PERS, her service with University of Cincinnati Medical Center prior to January 1, 1997, will also count.
- D. Participation Service is based on the nurse’s employment at UCMC beginning January 1, 1997, and service at University of Cincinnati Medical Center before the reorganization on January 1, 1997.

With regard to any UCH employee who was hired on July 2, 2013, or later, she/he will not become a participant in the pension plan.

**Section 4.** UCMC employed nurses also will be able to make contributions on a payroll deduction basis to available tax sheltered annuity programs up to the applicable yearly limits. The Medical Center plan will be through a single provider and allow for nurses to contribute to a 403(b) or to a 401(k) plan or to a 401(k) plan in accordance with the terms of such plans.

Participant contributions to the 401(k) plan on and after July 6, 2014 will be matched by UCH at the rate of fifty percent (50%) up to the first four percent (4%) of pay that each participant contributes to the 401(k) plan. While participants may and are encouraged to contribute amounts above four percent (4%) to the 401(k) plan, amounts above four (4%) will not be matched.

In addition, whether or not a participant contributes to the 401(k) plan, UCH will contribute an amount equal to three percent (3%) of the participant’s compensation to the 401(k) plan each year. The first such three percent (3%) contribution will be for 2015 and made in early 2016 for each participant who is

employed by UCH on December 31, 2015 and worked at least 1000 hours during calendar year 2015; provided however, with regard to any UCH employee who was hired on July 2, 2013, or later, she/he will receive the three percent (3%) contribution by UCH for the 2014 calendar year, provided the individual is still employed by UCH on December 31, 2014 and worked at least 1000 hours during 2014, and such three percent (3%) contribution will be made in early 2015.

A participant vests in the matching contribution and the three percent (3%) contribution referenced above, and in any SOAR contribution referenced in Section 5, after completing three (3) years of vesting service. A year of vesting is any calendar year during which the participant works at least 1000 hours with UCH.

**Section 5.** Any SOAR distribution during the term of this Agreement shall not be lower than any SOAR distribution during the same period of time for other UC Health employees.

# ARTICLE 27

## Paid Time Off (PTO) Program

**Section 1.** The parties agree to establish a Paid Time Off (PTO) program to provide time away from work for personal business, personal illness or injury, family illnesses, holidays and for vacation. To pay for time away from work, full-time nurses are credited with PTO based on actual hours paid each pay period to a maximum as outlined in Section 2(B). The amount of PTO which is credited each pay period is the product of the PTO factor (see schedule below), times hours paid each pay period. For example, if a nurse with two (2) years of service works sixty (60) hours a pay period, the nurse will be credited with 5.082 PTO hours that pay period ( $60 \times .0847 = 5.082$ ).

A. RNs Employed by the Medical Center on 12/31/96

Current Years of Service	PTO Factor
0-5	.1
6-10	.1078
11-15	.1270
16+	.1424

B. PTO Accrual for RNs Employed after 1/1/97

Current Years of Service	PTO Factor	Base Annual Credit For Full-Time Nurses
0-4	.0847	176
5-14	.1039	216
15+	.1232	256

Nurses on the former Medical Center payroll as of 12/31/96 will be grandfathered on the former Medical Center vacation schedule until they catch up with the Medical Center accrual according to the chart above. Nurses who currently accrue PTO at a rate that exceeds the highest accrual rate under the Medical Center's plan will continue to accrue at the higher rate. PTO accrual rates for the grandfathered nurses are based on this vacation schedule, plus seven (7) holidays, and five (5) sick days.

Nurses may use their PTO days in any combination, consistent with Article 10, Vacations; Article 9, Holidays; and for personal and family illness or injury as described below.

All part-time nurses (i.e., not UBI) on the Medical Center payroll effective 12/31/96 will accrue PTO on a pro-rated basis. Part-time nurses hired after 1/1/97 will be eligible to accrue PTO on a pro-rated basis if they are budgeted .5 FTE and above.

All full-time and part-time nurses budgeted .5 FTE and above are eligible for PTO. All benefits-eligible nurses may immediately use accrued PTO hours to cover time off for Medical Center designated holidays when the time off is taken on the actual holiday. However, for all other time away from work, nurses may begin using PTO credits following completion of ninety (90) days of service.

**Section 2. PTO Credits**

A. Amount credited:

1. The amount of PTO varies with length of service and the number of hours which the nurse is paid each pay period. PTO hours are credited during the initial work period and while the nurse remains in paid status. PTO hours are not credited during any unpaid leave of absence. The maximum allowable number of paid hours for purposes of computing PTO credit is eighty (80) hours each pay period.

2. The following table lists the annual PTO credits for a full-time nurse. To compute the PTO credits for part-time nurses, multiply the annual PTO credit by the FTE factor (based on hours paid in a work week) for that part-time nurse. For example, a full-time nurse who is paid forty (40) hours a week and has one year of service is credited with up to one hundred and seventy-six (176) PTO hours annually. A part-time nurse who is paid 30 hours a week (.75 FTE) will be credited with up to one hundred and thirty-two (132) hours ( $176 \times .75$ ).

Annual PTO Credits by Years of Service  
For RN's Hired Before 1/1/97

	1 Year	5 Years	10 Years	15 Years
Level	208	224	264	296

Annual PTO Credits by Years of Service  
For RN's Hired After 1/1/97

	1 Year	5 Years	15 Years
Level	176	216	256

**B. Maximum credits:**

A nurse may be credited with PTO hours up to a maximum of two (2) times the annual credit as outlined under Section 2(A)(2). Effective January 1, 2008, a nurse may be credit with PTO hours up to a maximum of two times the annual credit plus twenty-four (24) hours as outlined under Section 2(A)(2). Once a nurse reaches this maximum, no additional PTO hours will be credited until the amount drops below the accrual maximum. For example:

Annual Credit: 176 hours  
Maximum: 352 hours  
Maximum as of 1/1/08: 376 hours

The maximum annual credit is the same for all nurses, regardless of full-time or part-time status.

**C. Additional PTO credits based on length of service:**

Nurses hired on or after 1/1/97 become eligible for additional PTO credits at the beginning of their fifth (5<sup>th</sup>) or fifteenth (15<sup>th</sup>) year of service. PTO hours will begin to be credited at a higher rate (using a higher factor) starting on the first full payroll period following the completion of four (4) or fourteen (14) years of service. In this manner, appropriate amounts of PTO will have been credited by the completion of the fifth or fifteenth years of service. Example: An employee whose hire date is 1/1/1997, will begin to be credited PTO at the higher factor beginning on the first full pay period following 1/1/2001. (From .0847 per hour to .1039 per hour.)

**D. Change in PTO factor and credits as a result of a change in scheduled hours:**

When a nurse hired before 1/1/97 changes status to UBI, the nurse will be paid for unused PTO hours. When a nurse hired on or after 1/1/97 reduces scheduled hours to below twenty (20) hours a week, the nurse will be paid for unused PTO hours.

**Section 3. Unpaid Time Off**

A nurse must use credited PTO for scheduled and unscheduled time off. Unpaid time off may be taken with approval by management.

#### **Section 4. PTO to Cover Holidays**

All holidays are included in the PTO factor. PTO taken on calendar holidays will count as time worked for overtime calculations in a work week. A nurse must use PTO for a holiday not worked unless the nurse is scheduled a regular FTE during the week of the holiday, in which case the nurse has the option of using PTO.

#### **Section 5. PTO to Cover Illness**

- A. A nurse must use credited PTO equal to one (1) week's FTE for any personal illness. Thereafter, a nurse will use sick hours carried forward from a previous benefit program or be paid under the short-term disability program, whichever is applicable. Once these benefits are exhausted, the nurse must use credited PTO to cover the remaining absence period.

Employee Health may require a nurse to present a written statement from the nurse's personal physician to substantiate the nature and length of absence. Consultation between the employee medical services physician and nurse's physician may also be required. All requests and/or approvals for leave will be completed in accordance with the Medical Center's Medical or Family & Medical Leave Act Leave of Absence Policy (LOA Policy 010-05).

- B. A nurse must use credited PTO before taking an unpaid leave, for an approved family medical leave, or may use credited PTO for any other type of an approved leave of absence.

#### **C. Short-Term Disability Plan**

Nurses who are budgeted to work .5 FTE and above and have ninety (90) days of service are eligible to participate in the Short-Term Disability (STD) Plan. The STD Plan allows nurses to receive a percentage of their pay while off work due to personal illness. Depending on years of service, up to twenty-five (25) weeks of STD pay is provided by the Medical Center for each incident of illness experienced.

When a nurse takes time off work because of a personal illness, the number of hours equivalent to the nurse's FTE will be deducted from the nurse's PTO bank to cover the first week of personal illness. If the nurse has no PTO saved, the nurse will be unpaid for that FTE equivalent.

A nurse is eligible for STD payments after the first week of PTO has been deducted. This requirement will apply for each absence of personal illness before STD payments begin.

STD payments are subject to regular income taxes and Social Security taxes, as well as any deductions that typically apply (such as employee contributions for cost of coverage under the Medical Plan). PTO Hours will continue to be accrued while receiving STD payments.

A nurse's employment may be terminated after an absence of six (6) months. Prior to a nurse's termination of employment, a mitigating circumstances review may at management's discretion be conducted to review information from the nurse in mitigation of the decision to terminate employment. The request for review shall be filed on the UCMC form for that purpose by the nurse through the RNA President or Vice President within fourteen (14) calendar days of the nurse's receipt of the notice of termination. A meeting shall be held with the CNO or Human Resources promptly and a response will be issued in writing to the nurse and the RNA President or Vice President. The review may uphold, modify or forestall the nurse's termination. Each decision on consideration of mitigating circumstances and avoidance of termination will be made on

a case by case basis and non-precedent setting basis. Any request does not preclude the right to file a grievance pursuant to Article 8.

Any remaining sick time that was accrued under a former plan as of 12/31/1996, will be transferred into a sick bank for access and use before the nurse goes onto STD – up to twenty-five (25) weeks for each illness. In this case, PTO time (up to the nurse’s FTE) would be used first; sick time under the pre-1997 plan would be used next; the STD Plan would start last. Unless otherwise provided in this Agreement, hours in the sick bank are available for personal illness only. These hours will not be lost and will be available until they are depleted. Because sick time is factored into PTO accrual, this sick bank will not grow.

The chart below shows how years of service determine the maximum weeks of STD payments.

For this many years* of continuous service when disability begins...	The nurse is eligible for this many weeks of STD pay...
At least 91 days but less than 1 year	6 weeks at 60% of base pay
At least 1 year but less than 5 years	6 weeks at 80% of base pay then 6 weeks at 60% of base pay
5 or more years	13 weeks at 80% of base pay then 12 weeks at 60% of base pay

\*Note: The most recent date of hire is used to determine years of service.

For nurses hired before 1/1/97 who have retained a long-term sick bank, immediate access to that sick bank can occur provided that a physician has first supplied documentation of the need:

- hospitalization from first day of hospitalization, or
- outpatient surgery from first day of surgery, or
- home care resulting from hospitalization or outpatient surgery, or
- documented terminal illness.

The above benefits are for the nurse, dependents, spouse and immediate family or household only.

**D. Long-Term Disability Plan**

The LTD Plan pays a percentage of a nurse’s base pay if the nurse qualifies for benefits under the plan due to accident or illness. The length of LTD payments vary, depending on work status and disability status. Details are provided in separate materials a nurse will receive during enrollment.

For a regular nurse budgeted to work a .5 FTE and above, eligibility for LTD Plan coverage begins after one year of service. Service is determined from the most recent date of hire.

Under the LTD Plan, a nurse is considered disabled if the nurse is unable to perform the functions of the nurse’s job. After the nurse has been disabled for at least one hundred and eighty (180) consecutive days, the nurse may be eligible for an LTD benefit.

The LTD Plan pays sixty percent (60%) of the base rate of pay a nurse was receiving at the time the nurse became disabled. Base pay does not include overtime, shift differential, and other special pay. Regular income taxes and Social

Security taxes apply to LTD payments. Those taxes are deducted after the nurse's LTD benefit is determined.

If a nurse receives Social Security Disability, workers' compensation, or retirement benefits during the nurse's disability, the LTD payment will be offset by those payments.

PTO hours cannot be used to supplement LTD payments.

## **Section 6. Procedures for PTO Payment**

- A. The nurse may take PTO in any increments up to a daily maximum amount of the nurse's scheduled work hours for that day. Example: If a nurse is scheduled to work 8.0 hours a day, the nurse may take up to 8.0 hours of PTO for that day. Nurses in the WOW program may take scheduled PTO at a rate of one and one-half times (1.5) the nurse's scheduled weekend hours. A WOW nurse must notify the nurse's manager of the nurse's intent to take PTO at the time and a half rate prior to the scheduled PTO date. If a trade with a WOW nurse results in the WOW nurse only being paid at the nurse's base rate of pay, then available PTO can be used to supplement the difference at the discretion of the nurse, not to exceed their scheduled hours.
- B. Rate of pay for PTO: Pay for PTO is calculated at the nurse's current base rate of pay excluding any premium payment such as shift differential, overtime or on-call pay.
- C. Advance PTO payment: Payment for PTO is made on the nurse's regular payday. Nurses who are scheduled to take PTO for a minimum of one full week may request pay for that absence to be included with the last paycheck prior to taking the time off. The nurse's manager must request the advance PTO pay by attaching a memo to the time and attendance report and sending it to the payroll department no later than its regular business hours by the Monday immediately preceding the payday. This memo must clearly indicate the dates that the nurse will be off.
- D. Tardiness: Tardiness is unscheduled time off. PTO may not be used for tardiness.
- E. PTO to supplement short-term disability: Nurses may elect to supplement short-term disability payments with available PTO hours. The nurse's manager will indicate the request on the time and attendance report submitted to the payroll department. The combination of short-term disability pay and PTO pay may not exceed one hundred percent (100%) of the nurse's base rate of pay.
- F. On termination of employment or conversion to intermittent status, a nurse shall receive the PTO pay for which the nurse is eligible. In the event of the death of a nurse, the nurse's earned but unused PTO pay will be paid to the estate. Any nurse who quits or resigns shall give the Medical Center two (2) weeks written notice addressed to the appropriate supervisor.
- G. Any nurse so desiring may carry forward paid time off in accordance with the PTO plan.

## **Section 7. Scheduling PTO**

- A. Scheduled (approved) Non-Vacation PTO
  - 1. Requests should be made pursuant to Article 11. As a guideline, in order for an absence to be defined as scheduled PTO, the nurse must request time off up to one (1) week, at least seventy-two (72) hours in advance of the absence; for time off of a week or more, the nurse must give at least one

(1) week's notice. Managers may require that nurse give more notice consistent with special department needs. If management requests that nurses take PTO, the seventy-two (72) hour notice requirement may be waived.

2. A nurse should have sufficient PTO credits to cover the requested time off in order to receive any priority in scheduling major PTO absences of one (1) or more weeks. If the nurse does not have enough PTO credits by the ending date of the requested time off, the absence not covered by PTO could be granted to another nurse who requests the same time off.

If the number of LCD/DS hours in the past six (6) weeks is equal to or greater than the number of hours of approved vacation, the approved vacation shall be reviewed by the Nursing Leader and not unreasonably denied.

3. Managers should encourage nurses who are approaching their credit maximum to schedule PTO consistent with the needs of the Medical Center.

**B. Unscheduled PTO**

If a nurse gives less than the notice required, the PTO will be recorded as unscheduled. Generally this happens in unusual personal situations which cannot be predicted such as illness or accident. A manager may refuse payment of PTO when it is unscheduled and the reason given is unacceptable to management. Unscheduled absences may subject a nurse to disciplinary action.

**Section 8.** Nurses employed by the Medical Center prior to 12/31/96 with balances in their long term sick bank will have immediate access to rolled over long-term sick balances in the following instances:

- A. Medical Center requirement, as determined by the Employee Health Department, for a nurse with an illness or a condition to remain off work because of the risk of exposure to patients.
- B. Quarantine because of contagious disease. A doctor's certificate is required.
- C. If a unit is closed on a holiday celebrated by the University of Cincinnati and not UCMC (day after Thanksgiving or day before/after Christmas) and the nurse would be regularly scheduled on this day, and the nurse has no opportunity for work, the nurse will be given the opportunity to use time from the nurse's accumulated long-term bank to bring the nurse's pay for the week up to the nurse's normal FTE equivalent.
- D. Involuntary or voluntary Low Census Day or Down Staffing: When a nurse takes a LCD or DS in accordance with Article 11.

**Section 9.** Should the UC Health make system-wide increases impacting nurse PTO accrual rates, bonuses and/or deposits in excess of those in effect for ONA at the time of the UC Health adjustment, the Medical Center will increase such accrual rates, bonuses and/or deposit for ONA nurses, after first consulting with the ONA.

**Section 10. PTO Cash-in**

UCMC shall maintain with ONA a PTO Cash-in program.

**Section 11.** The Senior Vice President and Chief Human Resources Officer shall explore the feasibility of creating and operationalizing a PTO Gifting Program by January 1, 2016.

## ARTICLE 28

### Miscellaneous

**Section 1. Outside Unit Work.** In the event of a strike by other employees of the Medical Center not covered by this Agreement, the Medical Center shall not require any Registered Nurse to perform work not generally provided by Nursing Service.

**Section 2. Child Care.** ONA will be offered an opportunity to appoint a representative to an Employee Advisory Committee formed to review any draft proposal on child care put together by Medical Center Administration.

**Section 3. Out of State Income Taxes.** When applicable, out of state income taxes will be deducted.

**Section 4. Payroll Adjustment.** A paycheck shortage that is evident to both the Medical Center and the nurse after the nurse files the appropriate paperwork with the staffing office will be paid in accordance with the Payroll Adjustment/Manual Check Policy [#004-02A dated 11/10/08].

**Section 5. Discretionary Second Position.** At the discretion of management, nurses may hold more than one position at the Medical Center for the purpose of maintaining and/or enhancing his/her professional skills and knowledge.

**Section 6. Free Parking.**

- a. The Medical Center will provide free parking to nurses, including nurses at Deaconess, during the term of this Agreement. Nurses who work at Deaconess shall be assigned to the Deaconess lot, otherwise nurses shall be assigned to park in the Business Center Garage, Goodman Garage, Kasota Garage, or North Garage. If a nurse shows that the nurse was late to work for no reason other than the nurse was unable to locate a free parking spot at the Medical Center, the nurse will not be disciplined under the Time and Attendance Policy for that incident.
- b. The Medical Center will maintain the number of (twenty-five (25) spaces as of July 1, 2015) of parking assignments in Goodman Garage held by nurses with twenty-five (25) years of service or more and, as those become vacant, will assign them by seniority to nurses who reach at least twenty-five (25) years of service during this Agreement; provided, however, UCMC will not increase the total number of such parking spots.
- c. The Medical Center will no longer assign nurses to park in the Harvey Lot/Lot 1.
- d. As an individual nurse's parking assignment ends in the North Garage, UCMC will notify RNA/ONA and send a certified letter, copied to the Union President, to the nurse next on the UCMC nursing seniority list and offer the vacated North Garage assignment to that nurse (if he/she is not already parking there). The certified letter will advise the nurse that she/he has seven (7) days from receipt of the letter to accept or decline the assignment. If no response is received by UCMC from the nurse within seven (7) days or the nurse timely declines the assignment, UCMC will correspond with the next nurse on the seniority list and so on until the assignment is filled.

**Section 7. Incentives.** In the event that the Medical Center utilizes gift certificates, money orders, or similar incentives to promote hours and scheduling, the Parties share an interest in the equitable distribution of these incentives. If incentives are utilized, all nurses in the areas who work during the designated shift will receive the incentive. To that end, the Medical Center will notify the RNA President and Vice President in advance of the distribution to designated shifts and areas. The Supervisors and

RNA President and Vice President will be provided with distribution guidelines designed to enhance equitable distribution.

**Section 8. Mileage Reimbursement.** Any nurse who has been hired to work at the UCMC and has subsequently been reassigned to a work site not located at the UCMC, shall be paid mileage at the current IRS rate for all miles traveled to and from work that exceed the distance that nurse would have commuted to and from the Medical Center.

**Section 9. Confidentiality.** The Parties acknowledge a mutual interest in preserving the confidentiality of protected health and medical information relating to nurses and others.

## **ARTICLE 29**

### **Charge Nurse**

For the duration of this Agreement, the Medical Center agrees not to modify charge duties of nurses in the bargaining unit at the Medical Center with the intent or objective of causing those nurses to be supervisors under the National Labor Relations Act. If the Medical Center were to propose changing such charge duties in a manner deemed to be evidence of supervisory status under the National Labor Relations Act, the Medical Center will provide written notice to the Union in advance and both the Medical Center and RNA preserve their rights to have any supervisory status determined by the National Labor Relations Board. Should the National Labor Relations Board determine that any nurse currently in the bargaining unit is a Supervisor, the Medical Center shall remove from such nurse any and all duties found to be supervisory by the Board, and the nurse shall remain in the bargaining unit.

## **ARTICLE 30**

### **Alteration of Agreement and Waiver**

**Section 1.** No agreement, altering, varying, waiving, or modifying any of the terms or conditions contained herein shall be made by any nurse or group of nurses with the Medical Center and no such amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto.

**Section 2.** **Conflict of Laws.** In the event any provision of this Agreement is held to be in conflict with or in violation of any State or Federal Statute or valid administrative rule or regulation, such statute or valid rule or regulation shall govern and prevail, but all of the provisions of this Agreement not in conflict therewith shall continue in full force and effect.

**Section 3.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

## **ARTICLE 31**

### **Duration**

**Section 1.** This Agreement, effective July 1, 2015, will continue in force until midnight, June 30, 2018 and thereafter from year to year unless either party gives ninety (90) days written notice prior to June 30, 2018 or any yearly anniversary date thereafter to terminate or amend this Agreement.

## **APPENDIX A**

# **ONA Classifications**

Nurses represented by ONA include those currently working in the following positions at the Medical Center, Barrett Center, Deaconess, Holmes and Hoxworth:

Clinical Nurses/Staff Nurses

Flight Nurses

Staff Development Educators

Clinical Education Instructors

RN Union Staff (Prev. AHN)

## **APPENDIX B**

### **Assignment Despite Objection Flow Process**

Nurse notifies charge nurse of objection to assignment

Charge nurse evaluates current assignment and the grounds for the objection

If no appropriate resolution can be found, charge nurse notifies manager on-call

Manager evaluates situation and makes recommendation/changes to address ADO concern

If the nurse is unable to contact the manager or if the manager does not provide an appropriate resolution, the nurse shall notify the Nursing Director/ACNO over the area

If the nurse still feels there is no resolution, the ADO form is completed and turned into manager.  
The nurse will send a copy to RNA

Manager has two (2) weeks to follow up with nurse

After the follow-up meeting, the manager will fill out the ADO follow-up form and turn into the Nursing Director. Once reviewed by the Nursing Director, the follow-up form is sent to the CNO's office for review.

Copies of completed ADO follow-up form(s) will be forwarded to the RNA office

All forms will be reviewed at the following month's LMC meeting with recommendations which will be sent to the unit's staff committee for any potential revisions to the unit's staffing plan.



## RNA/UCMC Assignment Despite Objection

I, \_\_\_\_\_, a Registered Nurse employed at \_\_\_\_\_  
(Name) (Facility Name)  
 on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereby object to the assignment as  
(Unit) (Shift) (Date)

made to me by \_\_\_\_\_ at \_\_\_\_\_ on \_\_\_\_\_  
(CNM/Charge Nurse) (Time) (Date)

In my professional opinion, as a licensed Registered Nurse, the situation described on this form is not adequate to meet the needs of the patients assigned to me at this time. I indicate my acceptance of the assignment despite objection. It is not my intention to refuse the assignment. The purpose of this form is to notify facility supervisory staff that

**My objections to this assignment are (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Short Staffed for Census   | <input type="checkbox"/> Charge nurse unable to perform charge nurse duties |
| <input type="checkbox"/> Short staffed for acuity/complexity                                | <input type="checkbox"/> Inadequate nurse to patient ratios                 |
| <input type="checkbox"/> Not trained/experienced in area assigned                           | <input type="checkbox"/> Not provided with adequate assistant(s)            |
| <input type="checkbox"/> Not oriented to this unit/case load                                | <input type="checkbox"/> Forced/Mandatory Overtime                          |
| <input type="checkbox"/> Floating to multiple units during shift                            | <input type="checkbox"/> System Failure                                     |
| <input type="checkbox"/> Necessary equipment is not available                               | <input type="checkbox"/> Missed Breaks/Lunch                                |
| <input type="checkbox"/> Not trained/experienced to use equipment                           | <input type="checkbox"/> Other (please explain)                             |
| <input type="checkbox"/> Transferred/admitted new patient(s) to unit without adequate staff |   |

**Acuity Factors (check those that apply and indicate number of patients):**

- |  |   |
|--|---|
| <input type="checkbox"/> Ventilator: # of patients _____                               | <input type="checkbox"/> Immediate Post-op: # of patients _____               |
| <input type="checkbox"/> Restraints: # of patients _____                               | <input type="checkbox"/> Receiving Blood Products: # of patients _____        |
| <input type="checkbox"/> Total Care: # of patients _____                               | <input type="checkbox"/> Isolation Precaution: # of patients _____            |
| <input type="checkbox"/> Unstable new admission: # of patients _____                   | <input type="checkbox"/> Head Injury/Confused: # of patients _____            |
| <input type="checkbox"/> Suicide Precautions: # of patients _____                      | <input type="checkbox"/> Procedure on unit (chest tube, etc.): # of pts _____ |
| <input type="checkbox"/> Medicated gtts (insulin, pressors, etc.): # of patients _____ | <input type="checkbox"/> Procedure off unit (CT, etc.): # of patients _____   |
| <input type="checkbox"/> Requires frequent vital signs/assessment: # of patients _____ | <input type="checkbox"/> Other (please explain): _____ # of patients _____    |

**Census on Date and Shift of Objection:**

# of patients @ start: \_\_\_\_\_ Admissions/Transfers: \_\_\_\_\_ Discharges/Transfers: \_\_\_\_\_ # of patients @ end: \_\_\_\_\_ Unit Capacity: \_\_\_\_\_

<b>Staffing: # of Nurses _____ # of PCAs _____ HUC? NO <input type="radio"/> YES <input type="radio"/> Charge nurse has patients? No <input type="radio"/> Yes <input type="radio"/> # of Patients _____</b>	
<b>Notified Charge Nurse of staffing needs ( ) Yes ( ) No</b>  <b>Units in Division called for resources ( ) Yes ( ) No</b>	<b>ACTIONS TAKEN BY NURSE:</b> <hr/> <hr/> <hr/>
<b>Notified CNM: _____ Time: _____</b>	
<b>Additional Information and CNM response:</b> <hr/> <hr/> <hr/> <hr/>	
<b>CNM Investigation and Response:</b> <hr/> <hr/> <hr/> <hr/>	

After CNM investigation and RN meeting completed, CNM make copy, RN make copy and fax to the RNA office at 584-1105

Follow-up:  Discussed at CNO/LMC Meeting with RNA: Date \_\_\_\_\_  RNA Officer with RN: Date \_\_\_\_\_

Follow-up:  Discussed at CNO Meeting with RNA: Date \_\_\_\_\_  RNA Officer: Date \_\_\_\_\_

**APPENDIX C**  
**UC Medical Center**  
**And Ohio Nurses Association**  
**Investigatory/Corrective Action Meeting**  
**Waiver of Union Representation**

The Medical Center has called this meeting to investigate a potential issue(s) of misconduct on your part. This meeting could lead to corrective action.

Your Right to Request Union Representation

As a member of the ONA bargaining unit, you have the right to union representation during this meeting and all subsequent meetings during the investigatory/corrective action process. If you ask for union representation, the Medical Center cannot conduct this or any future investigatory or corrective action meetings with you about this matter, unless a representative of ONA is present.

Your Right to Decline Union Representation

You may waive your right to union representation by signing this form. Once signed, this form certifies that you are aware of your rights and voluntarily decline union representation at this and all future meetings about this matter.

Your Right to Rescind this Waiver

You can revoke this Waiver at any time by simply communicating, in writing, your desire for union representation. Simply write, "I request union representation" on a sheet of paper, sign and date the bottom and give it to the Human Resources representative. Once your request has been received, the meeting must be postponed until a union representative arrives.

**DO NOT SIGN THIS FORM UNLESS YOU WANT TO WAIVE  
YOUR RIGHT TO UNION REPRESENTATION.**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Department: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Employee refused union representation and also refused to sign waiver:

Manager/Nurse Leader: \_\_\_\_\_ Date: \_\_\_\_\_

cc: RN  
Employee File  
Human Resources  
ONA (From HR)

## **APPENDIX D**

# **Memorandum of Understanding**

In the spirit of cooperation, the parties agree to the following process regarding Article 6, Section 1. In the event a nurse does not maintain membership or service fee status with ONA/RNA and ONA has completed its internal process of notification and legal compliance and attempted to collect such dues without success, the Medical Center shall terminate the nurse. The process for termination will be as follows:

1. ONA will forward all termination requests to the Medical Center's HR Generalist;
2. ONA will provide a current list of termination requests to the HR Generalist;
3. The HR Generalist (or another Medical Center representative) will contact the nurse(s) named in the termination request and nurse(s)' manager(s);
4. The HR Generalist will contact the nurse via telephone or email, in the event the nurse is not scheduled to work;
5. The HR Generalist will notify the nurse of ONA's request for termination of his/her employment;
6. ONA will notify the HR Generalist via email and mail when the nurse has established membership or service fee status, and has become a member in good standing.

Subject to the foregoing steps, the Medical Center will proceed with termination of the nurse(s)' employment per ONA's request.

**APPENDIX E**

**University of Cincinnati Medical Center**

**ONA MITIGATING CIRCUMSTANCES REVIEW REQUEST**

ONA Associate: \_\_\_\_\_

ONA Representative: \_\_\_\_\_

DATE: \_\_\_\_\_

MITIGATING CIRCUMSTANCES DESCRIPTION:

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RESOLUTION REQUESTED:

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**Please submit the following information to the CNO or the VP Human Resources Office:**

1. Copy of Corrective Action Form
2. Copy of Time and Attendance Sheet

# SIGNATURE PAGE

*For the Ohio Nurses Association*

*For University of Cincinnati Medical Center*

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Robert Holt

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Clarence Pauley

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Robert Cousins

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Bruce Petrie, Jr.

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Brian Burger

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Ruby Crawford-Hemphill

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Maria Caldwell

---

Katherine Ditchen

---

Jennifer Donaldson

---

Angela Head

---

Andrea Hale

---

Jennifer Jackson

---

Shannan Holston

---

Margaret Lewis

---

Amy Keefe

---

Kimberly Vance

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Mary Beth Perkins

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Michael Webster

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Jeannette Porter

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Wilma White

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Robert Weitzel

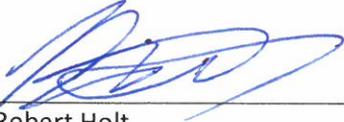
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Rodney Wise

# SIGNATURE PAGE

*For the Ohio Nurses Association*

*For University of Cincinnati Medical Center*



Robert Holt



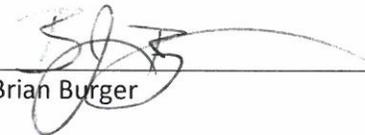
Clarence Pauley



Robert Cousins



Bruce Petrie, Jr.



Brian Burger



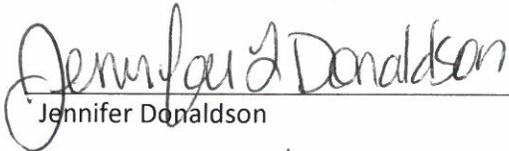
Ruby Crawford-Hemphill



Maria Caldwell



Katherine Ditchen



Jennifer Donaldson



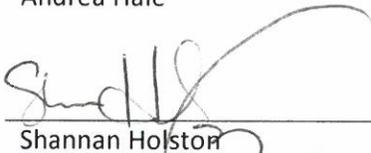
Angela Head



Andrea Hale



Jennifer Jackson



Shannan Holston



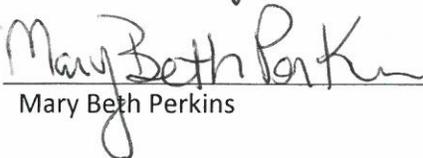
Margaret Lewis



Amy Keefe



Kimberly Vance



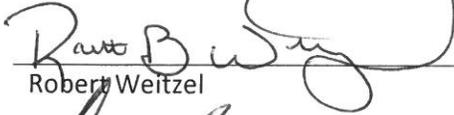
Mary Beth Perkins



Michael Webster

  
Jeannette Porter

  
Wilma White

  
Robert Weitzel

  
Rodney Wise