

AGREEMENT  
BETWEEN  
THE UNIVERSITY OF CINCINNATI  
ON BEHALF OF  
HOXWORTH BLOOD CENTER  
AND  
THE OHIO NURSES  
ASSOCIATION

Effective

January 20, 2008

through

January 19, 2011

## 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 nearly 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 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 six experienced attorneys, including two nurse attorneys that 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 reward 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 interest-free loans 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. With the implementation of the most recent law regulating the practice of nursing, continuing education will be mandatory for Ohio's nurses. In addition to approving 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 Journal of Nursing at a discounted subscription rate. ONA and ANA also publish a wide variety of materials about nursing, which may be ordered through their publication catalogs.

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.

The ONA Peer Assistance Program is available to help identify, support, and seek treatment for impaired nurses, and is recognized as one of the best, if not the best, in the nation.

Because nurses are faced with increasingly difficult ethical dilemmas, the ANA Code 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 opinions 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 are 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 education 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.

## TABLE OF CONTENTS

Preamble	Preamble
Article 1	Recognition
Article 2	Non-Discrimination
Article 3	Management Rights
Article 4	No Strike or Lockout
Article 5	Association Activity-Visitation
Article 6	ONA Membership and Dues Deduction
Article 7	Probationary Period and Orientation
Article 8	Grievance Procedure
Article 9	Holidays
Article 10	Vacations
Article 11	Hours
Article 12	Discipline
Article 13	Sick Leave
Article 14	Other Leaves
Article 15	Insurance Benefits
Article 16	Seniority
Article 17	Salary & Economic Benefits
Article 18	Overtime
Article 19	Education
Article 20	Miscellaneous
Article 21	Workplace Safety
Article 22	Alteration of Agreement and Waiver
Article 23	Duration
Appendix A	Economic Fringe Benefits
Appendix B	PERS Tax Exemption
Appendix C	Smoke Free Work Environment
Appendix D	Assignment Despite Objection
Signature Page	

## PREAMBLE

The Center recognizes that registered nurses subscribe to the ANA Code for Nurses which is:

1. The nurse provides services with respect for human dignity and the uniqueness of the client, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse safeguards the client's right to privacy by judiciously protecting information of a confidential nature.
3. The nurse acts to safeguard the client and the public when health care and safety are affected by the incompetent, unethical, or illegal practice of any person.
4. The nurse assumes responsibility and accountability for individual nursing judgments and actions.
5. The nurse maintains competence in nursing.
6. The nurse exercises informed judgment and uses individual competence and qualifications as criteria in seeking consultation, accepting responsibilities, and delegating nursing activities to others.
7. The nurse participates in activities that contribute to the ongoing development of the profession's body of knowledge.
8. The nurse participates in the profession's efforts to implement and improve standards of nursing.
9. The nurse participates in the profession's efforts to establish and maintain conditions of employment conducive to high quality nursing care.
10. The nurse participates in the profession's effort to protect the public from misinformation and misrepresentation and to maintain the integrity of nursing.
11. The nurse collaborates with members of the health professions and other citizens in promoting community and national efforts to meet the health needs of the public.

The Center supports and endorses this individual subscription to this Code. Since by law, however, the Center is ultimately responsible for all patient care, the ONA recognizes that neither the Center nor any of its other employees are governed by the ANA Code for Nurses.

It is hereby agreed, that individual elements in the above Code are not subject to the grievance/arbitration procedure of Article 8.

## **ARTICLE 1**

### **Recognition**

**Section 1.** This Agreement is made and entered into January 20, 2008, by and between the Ohio Nurses Association, hereinafter referred to as "ONA" and The University of Cincinnati on behalf of Hoxworth Blood Center, hereinafter referred to as the "Center."

**Section 2.** The purpose of this Agreement is to maintain an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by Center administrators and representatives of the registered nurses.

**Section 3.** The Center recognizes the ONA as the sole and exclusive representative of the Registered Nurses employed by the Center, 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 and part-time registered nurses employed by the Center as Blood Center Nurses and Apheresis nurses. If new positions 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 supervisors, administration, and all other classifications of personnel employed by the Center.

**Section 6.** Each person employed by the Center to practice professional nursing as a Registered Professional Nurse must be registered and licensed to practice as such in the State of Ohio. In addition, Center nurses must be registered and licensed to practice in the states of Kentucky and Indiana four (4) months from the date of hire and continuing throughout employment with the Center.

**Section 7.** It is not the intention of the Center to utilize Licensed Practical Nurses (LPNs), non-nursing, and/or para-professional personnel to perform professional nursing practice when caring for the therapeutic Apheresis patients. It is the intention of the Center that LPNs, non-nursing, and/or para-professional personnel will be used to augment the staff of registered nurses only to the extent that individual skills may ethically and legally be utilized. Hoxworth medical personnel are available at all times to answer medically directed questions.

The Center will make every reasonable effort to assign current Bargaining Unit members, i.e., those employed in the Bargaining Unit on January 19, 2005, to teams on

which Team Leaders are registered nurses.

**ARTICLE 2**  
**Non-Discrimination**

**Section 1.** There shall be no discrimination either by the Center or ONA against any nurse or applicant for employment in any manner relating to employment because of race, color, creed, national origin, sexual orientation, age, disability, 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.

**ARTICLE 3**  
**Management Rights**

**Section 1.** The management of the Center, the control of the premises, and the direction of the nursing force are vested exclusively with the 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 and donor 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 Center or University 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 Center to attain and maintain full efficiency and maximum patient and donor care, and the Center agrees to receive and consider constructive suggestions submitted by the ONA toward these objectives.

**Section 3.** All Donor Services Department personnel policies, rules, and regulations will be sent to the Chair of the local unit prior to implementation. 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 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 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. ONA 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. 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 Center Service.

**Section 2.** The parties having mutually agreed upon a dispute settlement procedure which shall supersede the procedures provided for in the Ohio Revised Code Section 4117.14 (C) hereby agree as follows:

- A. The party desiring to modify or terminate the Agreement shall send a copy of the notification to the State Employment Relations Board (SERB) along with a copy of the existing Collective Bargaining Agreement.
- B. During the period commencing at least sixty (60) days prior to the expiration of the existing Agreement, both parties agree to bargain in good faith in an effort to reach a settlement by the expiration date of the contract.
- C. Fifty-five (55) days prior to the expiration of the existing Collective Bargaining Agreement, the parties, having given notice to modify or terminate, shall be responsible for notifying the Director of the Federal Mediation and Conciliation Service and SERB, that negotiations are under way but an Agreement has not yet been reached.
- D. If no settlement has been reached by the parties ten (10) days before the expiration of the existing Collective Bargaining Agreement and the parties have not already mutually done so, either party may request of the Director of the Federal Mediation and Conciliation Service or SERB, to appoint a mediator to assist the parties in reaching a settlement. The recommendation made by the mediator shall not be binding on the parties involved in this Collective Bargaining Agreement.

- E. If no settlement is reached by the expiration date of the Collective Bargaining Agreement, the impasse resolution procedures in Ohio Revised Code Section 4117.14 (D) (1) and (G) (1-13) shall become effective.
- F. The following provision shall govern termination of this Agreement:

This Agreement may not be cancelled, revoked, or terminated during the term of the current Collective Bargaining Agreement between the parties or while negotiations for a new Collective Bargaining Agreement are being conducted.

**ARTICLE 5**  
**Association Activity - Visitation**

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

**Section 2.** The ONA Chairperson or designee agrees to provide the Division Director of Donor Services 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, ONA Advisory, negotiations, and other activities as requested by either party.

**Section 3.** Nurses who serve on the ONA Negotiation Committee shall be scheduled off and paid for time spent in negotiations with Center representatives during the regularly scheduled work hours of such employees.

**Section 4.** The Center shall provide ONA with one (1) bulletin board in each neighborhood donor center. Communications posted are subject to approval by the Director of Employee and Labor Relations or his/her designee before posting.

**Section 5.** During the first week of each orientation program, a list of the registered nurses along with their social security numbers participating in such program and included within the Employee Group will be furnished to a Local Chair of ONA, and ONA. Such list shall include the unit assignments and whether the nurses are full-time, part-time or intermittent part-time.

**Section 6.** The 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 Center. Included in such information may be the announcement of the date, time, and place of a meeting to be held by the ONA.

**Section 7.** Upon request, the Center will provide ONA with a private meeting room when needed, if a room is available at the Center.

**ARTICLE 6**  
**ONA Membership and Dues Deduction**

**Section 1.** It is agreed that sixty (60) days following a transfer into a bargaining unit position or at the completion of the probationary period (including a one time extension of thirty (30) days), whichever occurs later, as a condition of employment, all nurses in the bargaining unit shall either become members of the ONA or share in the financial support of ONA by paying to the organization a fair share fee in an amount to be determined by ONA in accordance with applicable law, and which does not exceed the amount of dues uniformly required of members of the organization.

**Section 2.** Non-Member Liability for Services Rendered. Any bargaining unit member who is not an ONA member or fair share payor shall reimburse the Association for the actual costs of any service rendered by the Association in its representation of the bargaining unit member in the grievance or arbitration process, including the costs associated with the Association's engagement of staff services or legal representation and the arbitrator's fees and/or expenses. The Association may require that the bargaining unit member make an advance payment to the Association as a security for costs prior to the Association's rendering of the services called for hereunder. The ONA agrees that it will indemnify and hold the Center harmless from any action growing out of this agreement on non-member liability for services rendered.

**Section 3.** The Center agrees to deduct monthly ONA dues in whatever sum authorized by ONA from the pay of nurses who have rendered voluntary written authorization executed for that purpose and the established monthly fair share fee from each non-member who is not otherwise exempted in this Article, Section 2. The amount shall include local unit dues as determined by the local unit.

On or before July 1st of each year, ONA shall submit to the Center an Affidavit which specifies the amount of the monthly fair share fee for the subsequent twelve (12) months, and such amount shall not exceed the dues required of members of the ONA. Accompanying the Affidavit will be copies of the "Fair Share Advance Reduction Procedure" and the "Annual Notice to Non-Member Bargaining Unit Nurses". If the Center disagrees with the fair share procedures, it shall request additional information, including the auditor's report, and/or modification of the procedures within ten (10) calendar days following receipt of the Affidavit. If ONA and the Center cannot agree on the procedures within fifteen (15) calendar days following receipt of the Affidavit, then the matter shall be submitted, on an expedited basis, to the American Arbitration Association (AAA) for determination by an arbitrator. The arbitrator will be selected from AAA panel, who will be experienced in the field of fair share fee procedures. Should the arbitrator determine that ONA's fair share for procedures are lawful, then the Center shall immediately reimburse ONA for all fair share fees not forwarded to ONA because of the challenge to the fair share procedures. Should the arbitrator determine that the fair share fee procedures are unlawful, then the Center shall have no obligation

to deduct and/or forward any fair share fees until ONA's procedures have been amended in accordance with the law. The expense of the aforesaid arbitration shall be borne in accordance with the arbitration provisions of this contract.

**Section 4.** The Center's obligation to make such deductions shall terminate automatically upon termination of the employment of the nurse. If he/she is transferred to a position within the Center which is not covered by this Agreement, the Center will continue such deductions only for ONA membership and local unit dues, until and unless he/she notifies the Center in writing to discontinue doing so.

**Section 5.** Deductions provided in this article shall be transmitted to ONA and to the local unit treasurer no later than the tenth (10th) day following the dues deduction. The Center will furnish ONA, together with its check for ONA dues and/or fair share payments, an alphabetical list of all nurses whose dues/payments have been deducted.

**Section 6.** ONA agrees to reimburse the Center for any reasonable attorney fees or other costs arising from claims, demands, actions, complaints or suits that shall arise by reason of actions taken by the Center for purpose of complying with the provisions of this Article with respect to the collection of fair share fees and which are commenced by a nurse against the 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 fair share fees.

**Section 7.** The Center shall provide the unit chairperson of ONA and ONA monthly, but no later than two (2) working days after such information is received by Labor Relations, with a list indicating new hires, promotions, leaves of absence, terminations and resignations. Within twenty (20) days of the effective date of this Agreement and in January and June of each year, the Center will furnish ONA and the chairperson of the local unit with a complete alphabetical list of all nurses covered by this Agreement, rate of pay, social security number, whether the nurse is on dues deduction, paying a fair share fee or exempt, date of hire, and address, provided that the nurses furnish the Personnel Office with their address. In addition the Center will send the chairperson of the local unit the ONA bargaining unit segment of the staffing roster in months in which it is published.

**Section 8.** The Center will provide each new nurse with a copy of this Agreement at the time of employment.

**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 Center, however, the extension shall not exceed thirty (30) days.

During or at the time of the probationary period or any extension thereof, the 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 Center's employ, his/her seniority shall be computed from the date of last hire.

**Section 3.** Each new nurse shall receive at least a six (6) week orientation program covering the standard operating procedure of the Donor Services department, Center policy, benefits review (including the importance and essential nature of long term disability insurance, especially as it relates to the nursing profession), a Center tour, introduction to ONA (including the fair share provisions) and the definition of the inter-relationships of the Donor Services department. This program will include at least six (6) weeks of formal training and related clinical experience.

Nurses assuming shift leadership shall have an appropriate shift leadership orientation.

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

During the probationary period, the RN shall receive monthly performance reviews.

**Section 4.** Subsequent to the orientation, the probationary nurse will normally be assigned to full participation. The Division Director or designee shall have the authority to approve an extension of the probationary period. Any such decision shall not be subject to the grievance procedure herein. During the extended probationary period, the probationary nurse shall be under direct and close supervision.

**Section 5.** Staff sharing, if utilized, will be fair and equitable. The nurse will first have the appropriate orientation before he/she is subject to staff sharing.

## **ARTICLE 8**

### **Grievance Procedure**

Section 1. For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Center and ONA, or between the Center and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement. Any grievance must allege a violation of a specific provision of this Agreement. When any such grievance arises, the following procedure shall be observed.

If the nurse(s) or ONA 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, 2, and 3 shall automatically advance to the next step unless such time limit is extended by mutual agreement.

Step 1. Any nurse having a grievance will reduce the grievance to writing and must present it to the Division Director or designee, within fourteen (14) calendar days of the alleged grievance. A meeting will be held to discuss the grievance within fourteen (14) calendar days from the date the grievance is presented. An ONA representative will be present at this Step 1 meeting. 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. The Division Director or designee shall render a grievance decision within fourteen (14) calendar days of the Step 1 meeting.

Step 2. If the nurse is not satisfied with the adjustment made at Step 1, the grievance shall be presented to the Director of the Center or his/her designee, within fourteen (14) calendar days after the Step 1 response. The Director of the Center or designee, the grievant and representatives of ONA will meet within fourteen (14) calendar days after the date the grievance is presented. A decision shall be made by the Director of the Center or by his/her designated representative within fourteen (14) calendar days of the Step 2 meeting. The decision shall be in writing.

Step 3. If the grievance is not settled at Step 2 then it may be presented to the Director of Labor Relations or his/her designated representative within fourteen (14) calendar days from the date of receipt of the Step 2 decision. A meeting will be held with ONA representatives to discuss the grievance in an effort to resolve it and a written answer given to ONA.

If the Center has a grievance against ONA, it shall be reduced to writing 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 Center, in writing, within fourteen (14) calendar days after the date of the meeting.

Step 4. If the grievance is not resolved as provided in Step 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 Step 3 answer or receipt of the ONA Step 3 disposition.

In the event the matter is submitted to arbitration, the arbitrator shall be appointed by mutual consent of the parties hereto, within seven (7) days after arbitration is invoked.

If the parties cannot agree, they shall, by joint letter, solicit a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Following receipt of the panel of arbitrators, the parties shall alternately strike a name from the panel until only one (1) name remains, and that person shall serve as Arbitrator.

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

Expenses for arbitration service and proceedings shall be borne equally by the Center 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.

Either party may have a verbatim record 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 2.** Grievances may be processed by the nurse filing the grievance during working hours. Grievance meetings with the Division Director or designee, Center Director or designee or the Director of Labor Relations or his/her designated representative shall be held during the normal working hours of such administrative personnel.

Nurses will be paid for time spent in handling grievances, including time spent in arbitration, when such time is spent during the scheduled working hours. If a grievance involves more than one grievant, then only one grievant shall be paid for time so spent unless ONA and the Center mutually agree to increase the number.

**Section 3.** 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. These grievances will be reduced to writing with available substantiating facts.

Any grievance which involves the reduction, demotion, suspension or dismissal of a nurse or loss of vacation will be initiated at Step 3 of the grievance procedure.

## **ARTICLE 9** **Holidays**

**Section 1.** Nurses are entitled to ten (10) holidays, subject to the provisions of Section 4 herein. These holidays are:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Day after or before Christmas Day

**Section 2.** For nurses who work on operations which are open on holidays, holidays will be observed on the actual day of occurrence for scheduling and pay purposes. It may be necessary to adjust weekends off so that nurses work two (2) out of four (4) instead of every other weekend.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. In the event the holiday falls on a Sunday, it shall be observed on the following Monday.

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

**Section 3.** Holiday Pay.

Holiday pay (HOL) is defined as straight time payment for a holiday whether worked or not. Holiday pay is included in calculations of active pay status. Holiday overtime (HOT) is defined in Article 18. Compensation for holidays off will be equivalent to the salary which would have been paid if the hours had been worked at straight time.

Holiday pay will be paid on all shifts worked on a holiday. Holiday pay does not apply to end of shift overtime.

Compensation for holidays will be paid on the basis of an eight (8) hour work day. This also applies in a situation where a nurse's operation is closed on a holiday which falls on a day he/she would regularly be scheduled to work. It is not the intention of the Center to require nurses to work an additional day in place of their holiday off.

Compensation for holidays off for part-time nurses is pro-rated equivalent to the nurse's appointment status, as a percentage of eight (8) hours. If a nurse works on a holiday, holiday pay will be paid for each hour worked, up to eight (8) hours per day.

**Section 4.** Each member of the bargaining unit will be assigned to either group A or B. The holidays applicable to each A/B group will alternate from year to year in the

following manner:

ODD YEARS

A

Martin Luther King Day  
Day After Thanksgiving  
New Year's Day when the actual  
day of occurrence is on  
a weekend day

B

Day Before and/or after Christmas  
Veteran's Day  
Christmas Day when the actual  
day of occurrence is on  
a weekend day  
Independence Day when the actual  
day of occurrence is on a  
weekend day

EVEN YEARS

A

Day Before and/or after Christmas  
Veteran's Day  
Christmas Day when the actual day  
of occurrence is on a  
weekend day  
Independence Day when the actual  
day of occurrence is on a  
weekend day

B

Martin Luther King Day  
Day After Thanksgiving  
New Year's Day when the actual  
day of occurrence is on a  
weekend day

Apheresis nurses with fifteen (15) years continuous seniority may, on a holiday, schedule an additional call shift off each year. This option includes Thanksgiving, Christmas and New Year's Day. Only one nurse may exercise this option per holiday. The additional holiday off option will be awarded by seniority. Donor Room Staff are not eligible for this additional holiday off per calendar year.

**Section 5.** Unexcused absences on scheduled work days immediately preceding and following a holiday, will result in a loss of holiday pay.

**ARTICLE 10**  
**Vacations**

**Section 1.** Only bargaining unit nurses are eligible for vacation. Accrued vacation may be taken after successful completion of the probationary period. Vacation year, for scheduling purposes only, will be July 1 through June 30, inclusive of the last two (2) weeks in December.

**Section 2.**

<u>Years of Service</u>	<u>Annual Vacation Earned</u>
1 year but less than 5	14 days or 112 hours
5 years but less than 10	16 days or 128 hours
10 years but less than 15	21 days or 168 hours
15 years and over	25 days or 200 hours

Vacations will be scheduled and taken by hours.

**Section 3.** In computing service for vacation purposes, Cincinnati schools, University of Cincinnati service, State of Ohio service for those nurses hired on or after January 20, 1987, and any city employment service may be counted, provided there were no breaks in service except for lay-off or military leave. For purposes of State of Ohio service, there will be considered to be no break in service if a nurse is employed by the Center within six (6) months of state service and if there was no intervening employment.

**Section 4.** Employees reinstated from ordinary resignations are considered new employees for vacation purposes.

**Section 5.** Initial vacation sign-up will be from February 15 through March 31 of each year:

- A. Selection of available vacation time shall be determined by university seniority of nurses in the department. If two (2) or more nurses in the department have the same university seniority, an alphabetical listing by last name shall determine the order of seniority
- B. All nurses will sign up, according to seniority, for vacation during the designated bulk vacation sign up period.
- C. Nurses should only sign up for the vacation slots they intend to use; this will help to insure availability of vacation time for other staff.
- D. Nurses signing up for vacation time may request time equal to their current balance plus what they would earn in one (1) year.

At least forty (40) hours of vacation time will be awarded per week to Blood

Center nurses. At least forty (40) hours of vacation time will be awarded per week to Apheresis nurses. More vacation hours than the stated minimum may be permitted.

E. Nurses may not schedule more than two (2) weeks of vacation during this bulk scheduling process for the months of June, July and August, and not more than two (2) weeks for the month of December.

F. During the period of June, July, August and December, this bulk scheduling period will apply only to requests which are five (5) consecutive working days or more, with the five (5) day requirement being pro-rated by the employee's full-time equivalent (FTE).

G. Any nurse who does not submit a written vacation request by March 31 will have waived the opportunity to choose vacation until after the pre-scheduled vacation calendar is established by April 30.

H. After bulk scheduling has been completed, seniority cannot be used as a basis for bumping any previously approved request. Approval of vacation scheduling should be based on the staffing of nurses in the department.

I. Vacation requests, with the exception of those submitted during the period of bulk selection, shall be returned to the nurses within fifteen (15) days of receipt of a written request. If the vacation request is not approved, the supervisor shall provide written rationale for disapproval to the individual nurse upon request.

J. Vacation weeks that become available due to cancellation or resignations, must first be offered to nurses who were denied that week during the bulk vacation process, in accordance with seniority. Nurses wishing to surrender confirmed vacation weeks should notify the Donor Services Manager or designee in writing at least fifteen (15) days prior to the confirmed vacation time. Trading of vacation time between staff is not permitted.

K. The vacation year, for scheduling purposes only, shall cover the period of July 1 through June 30.

## **Section 6.**

A. On termination of employment, a nurse shall receive the vacation pay for which he/she is eligible. In the event of the death of a nurse, his/her earned but unused vacation pay will be paid to the beneficiary or the estate.

B. Any nurse who resigns shall give the Center two (2) weeks written notice addressed to the Division Director or designee. Any nurse who fails to give the required notice shall forfeit forty (40) hours of earned, but unused, vacation pay and

may be ineligible for re-employment.

**Section 7.** Any nurse so desiring, may carry forward into the following vacation year a maximum of three (3) years entitlement.

**Section 8.** When a nurse is scheduled for a vacation, he/she will be given up to three (3) consecutive weekends off if he/she so desires. If the nurse only misses one (1) regularly scheduled weekend, he/she will not have to make that weekend up. If the nurse misses two (2) regularly scheduled weekends, he/she will have to make up one (1) weekend.

Nurses with eight (8) or more years of continuous service may utilize the provisions of this section twice in each vacation year.

## **ARTICLE 11**

### **Hours**

#### **Section 1. Hours**

- A) The normal work schedule will be 40 working hours for a seven (7) day period starting at 12:01 a.m. each Sunday. The pattern of scheduling and assigning work, shall be determined by the Blood Center. Hoxworth nurses will not be assigned to more than two (2) different assignments in a one (1) week period, e.g., days and afternoons, days and nights, or afternoons and nights.
- B) The Blood Center will not schedule nurses to work with less than twelve (12) hours between assignments. This section does not apply where by mutual agreement a schedule holds less than twelve (12) hours between assignments or to call-backs or situations where the nurse requests such a schedule.
- C) All nurses will be allowed a period of thirty (30) minutes for lunch during an assignment. Said lunch period shall be without pay. If a nurse is unable to take his/her scheduled lunch break, s/he must attempt to notify the appropriate supervisor, prior to the time of the scheduled lunch break. The supervisor shall arrange lunch coverage. In the event a supervisor cannot arrange coverage, s/he may approve the time worked. Pay for lunch time worked cannot be approved unless the supervisor is notified of the missed lunch. Compensation will be paid in accordance with Article 18. At the supervisor's-direction, any nurse may be required to document time out and time in from meal break.
- D) The Blood Center will provide a 15-minute preparation period before the departure of each mobile unit. This 15-minute period is included in the nurses regularly scheduled shift.
- E) The Center may provide each nurse a fifteen (15) minute break during his/her assignment, which may be taken in conjunction with his/her thirty (30) minute lunch break, if approved by the supervisor.
- F) Therapeutic procedures will be assigned to the "On Call" Apheresis nurse first. Subsequent therapeutic procedures that cannot be covered by the "On Call" nurse will be assigned to the most senior available Apheresis nurse.

**Section 2.** Work schedules will be posted, and where possible, they will be posted four (4) weeks in advance. Deviations from the posted schedules may be made by the Center in order to meet its operational needs or changes if reasonable notice is given to nurses. The nurse involved shall normally be given at least forty-eight (48) hours written or verbal notice of deviation and an explanation if requested. In cases of emergencies, the earliest possible notice will be given.

**Section 3.** Nurses shall be required to work at a maximum every other weekend (or two (2) out of four (4) when a scheduling cycle is interrupted). Nurses may be scheduled to work less than these maximums when staffing permits. However, nurses with ten (10) or more years of continuous service with the Center will be given an additional weekend off either just prior to or just after the nurse's birthday. It is the nurse's responsibility to make her birthday and her scheduling preference known in advance to the staffing office. Nurses with fifteen (15) or more years of continuous service with the Center will be given an additional weekend off during the calendar year. Requests for time off are subject to the approval of the Donor Services Department.

**Section 4.** Nurses shall make every effort to schedule make up weekend or holiday shifts within the next three (3) scheduling cycles following the call-off. Nurses may also make up weekend or holiday shifts in advance. At management's discretion, shifts may be considered made up when the nurse works voluntarily at a time which satisfies a schedule need. Weekend or holiday call-offs resulting from work related injuries and illnesses will not have to be made up. The first call off of any calendar year will not have to be made up.

**Section 5.**

A. When a determination is made that a vacancy must be filled, coverage will be arranged using the following steps in order:

1. Voluntary overtime.
2. Mandatory overtime.

B. Voluntary Overtime

If vacancies are known in advance, the openings will be posted for nurses to sign up. Volunteers will be scheduled based on seniority. If vacancies are not known in advance, nurses who have requested to be called will be called to solicit volunteers until the vacancies are filled.

C. Mandatory Overtime

1. Mandatory overtime will be used when all other available resources have been exhausted for coverage of vacancies. The available nurse with the least seniority within the department will be assigned to work the overtime. No nurse will be mandated more than once in a pay period. Once an overtime is worked, the nurse will not be mandated to work overtime again until all other available nurses in the department have worked an overtime. For purposes of mandatory overtime, there shall be two (2) separate lists of Apheresis Nurse and Blood Center Nurse. The Center will make every reasonable effort to assign Blood Center mandatory overtime to Blood Center Nurses and

Apheresis mandatory overtime to Apheresis Nurses.

D. General Considerations

1. No nurse may work more than sixteen (16) consecutive hours in any twenty-four (24) hour period, including on call hours actually worked.
2. Except in the case of disasters, no nurse may work more than three (3) eight (8) hour overtime shifts in a two (2) week pay period unless mutually agreed.
3. Notification of mandatory overtime will be made by the Division Director or designee.
4. No nurse will be mandated to work more than seven (7) consecutive days. After working seven (7) or more consecutive days, the nurse may, at his/her option, elect to use compensatory time and will not be subject to the Mandatory Overtime provisions in Section 5 (C) of this Article. Nurses electing to use compensatory time pursuant to this section shall notify the staffing coordinator at least twelve (12) hours prior to the requested leave.

**Section 6.** The Center will evaluate staffing patterns at least two (2) times per year. Input concerning specific staffing problems may be directed to the Division Director. Additionally, specific staffing problems will continue to be discussed as necessary by the Advisory Committee.

**Section 7.** On-Call

- A. Nurses called back to the Center will be guaranteed four (4) hours of pay.
- B. If an Apheresis Nurse is called back for four (4) hours or more, he/she has the option of taking that amount of available time as compensatory time within 180 days.
- C. Nurses who are on-call shall be reimbursed for all documented business calls made during the time s/he was on-call.

## **ARTICLE 12**

### **Discipline**

**Section 1.** The Center shall have the right to discipline a nurse for just cause.

**Section 2.** Procedure: No nurse shall be disciplined (except for failure to qualify at the end of his/her probationary period) without a hearing by the Head of his/her Department or designated representative, except as provided in this Article (see Section 7) and Article 10, Section 7, unless the employee specifically waives it in writing. In such cases, a copy of this letter shall be attached to any disciplinary papers resulting from the incident leading to the hearing and forwarded to the ONA office and the local chairperson. The purpose of the hearing is to make sure that both parties understand the other's position.

**Section 3.** Representation: At the hearing the nurse shall have the right to ask the attendance of the representative of his/her choosing. It is the responsibility of the official issuing the charges to send a copy to the local ONA chair at least five (5) working days prior to the date of the hearing. The nurse against whom charges are issued or the Center will have the right to a continuance. Such continuance must be requested at least one (1) working day in advance of the scheduled hearing.

**Section 4.** It is agreed that disciplinary action shall be taken according to the seriousness of the offense and that the basic purpose of discipline is corrective and not punitive.

**Possible Disciplinary Actions:**

- A. Written conference report.
- B. Written reprimand.
- C. Loss of all or part of vacation.
- D. Suspension up to thirty (30) calendar days.
- E. Demotion.
- F. Dismissal.

**Section 5.** In all cases of dismissal, the nurse is entitled to payment of all wages due him/her.

**Section 6.** 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 Center, the dismissal may be set aside. A nurse may appeal a dismissal through the grievance procedure.

**Section 7.** Whenever a nurse is to have a meeting which may result in disciplinary action, the nurse shall have the right of ONA representation. Written conference reports

or written reprimands may be issued without the necessity for a hearing. With a nurse's concurrence, a copy of the conference report or reprimand will be furnished to ONA.

No disciplinary actions more than twenty-four (24) months old will be used for disciplinary purposes unless a subsequent discipline for same or similar charge has occurred in that time period. A nurse may request in writing the removal of disciplinary actions from his/her employee files, after twenty-four (24) consecutive months where there has been no subsequent discipline for the same or similar charge. The request should be filed with the Hoxworth Personnel Manager, or Division Director or designee. Upon receipt of the request, attendance related disciplines, conference reports or reprimands will be automatically removed. Requests for removal of other disciplines will not be unreasonably denied, and management will communicate its decision in writing to the requesting party. Once a discipline of any kind is removed from the employee files, any and all referencing documents will be removed as well.

If a conference report, reprimand, or attendance related discipline is retained in the nurse's employee files because a same or similar charge of discipline has been rendered within twenty-four (24) months, in no event may the conference report, reprimand or attendance related discipline be used for future disciplinary purposes after three (3) years.

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

The Center recognizes the right of a nurse to appeal any disciplinary action (including conference reports and reprimands) through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule involved. Any grievance which involves the reduction, demotion, suspension or dismissal of a nurse or loss of vacation will be initiated at Step 3 of the grievance procedure.

**Section 8.** A nurse shall have the right to review his/her employee files in the presence of a representative of the appropriate Department. The nurse shall give adequate advance notice of his/her 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 he/she 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, he/she may submit a written request for their removal to the Hoxworth Personnel Manager. The request will not be unreasonably denied. Management will communicate its decision in writing to the requesting party.

## **ARTICLE 13**

### **Sick Leave**

**Section 1.** Sick leave credit will be earned in the following manner for full-time and part-time RNs only, excluding intermittent nurses.

- A. One hundred twenty (120) hours shall be credited to a yearly sick leave pool as of the first day of the first full pay period in January of each year. Nurses who are not in pay status at the beginning of the year will have their sick hours pro-rated based on the percentage of the year missed. Sick time may be accumulated without limitation. Previously accumulated sick leave of employees shall be credited to their sick leave pool. Sick leave hours are pro-rated according to appointment level for part-time nurses.

A physician's excuse is required following the fortieth (40th) consecutive hour of sick leave, when the leave is of a duration greater than forty (40) hours.

- B. Prior to the exhaustion of the sick leave pool, the nurse may elect to utilize any or all accrued vacation leave in lieu of unpaid leave. Such election shall be irrevocable.

**Section 2.** The provisions of this article shall apply to maternity and/or any disability arising therefrom. Sick leave benefit may be utilized for the duration of maternity and/or any resulting physical disability which is validated by a physician's certificate, so long as accrued time is available. When accrued time is not available, unpaid maternity leave is available to allow for a total leave of twelve (12) weeks, including all time taken for child-rearing purposes.

**Section 3.** If a nurse's physical disability continues beyond the time covered by his/her accumulated sick leave, he/she shall be granted a leave of absence without pay for a period up to six (6) months provided there is evidence submitted to the supervisor as to inability to work and the probable date of return. Upon passing our health exam and returning from leave, the nurse will be returned to his/her position if it has not been permanently filled; otherwise he/she shall be given whatever work is available for which he/she is qualified and will be given the first opportunity for consideration to return to his/her position when the position is open.

**Section 4.** Disability Leave may be granted instead of unpaid leave of absence, if there is no evidence or probable date of the nurse's return to work, or if an illness or disability continues past expiration of the unpaid leave. A nurse who has been given a Disability Leave shall have the right to be reinstated to the same or similar position

he/she held at the time of his/her leave within thirty (30) days after written application for reinstatement and after passing a physical examination by a licensed physician designated by the Center, showing that he/she has recovered from such disability,

provided further that such application for reinstatement be filed within three (3) years from the date of separation, and further provided that such application not be filed after the date of service eligibility retirement.

The Center will fill vacancies caused by long-term medical leaves that exist for a period of six (6) months, depending upon staffing needs of the department as determined by Center Administration and the employment availability of qualified registered nurses. This section shall not be construed as restricting Center management from taking appropriate action at an earlier date.

**Section 5.** If a nurse so chooses, he/she may use any earned but unused vacation or compensatory time before being granted a leave of absence without pay. A declaration of intent regarding such usage shall be made prior to the expiration of any accumulated sick leave. Requests to use vacation or compensatory time will not be honored once he/she has been granted an unpaid leave of absence.

**Section 6.** Nurses reinstated to their former position, recalled from layoff or who re-enter Center employment within ten (10) years shall be credited with any accumulated sick leave balance remaining at the end of their previous service. No prior credit is given if the employee was out of service more than ten (10) years, except for military leave.

**Section 7.** All previously accumulated and unused and/or unpaid sick leave of a nurse who has been separated from the public service shall be placed in his/her credit upon re-employment at the Center, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service of Ohio. All previously accumulated and unused and/or unpaid sick time credit will be placed in the nurse's sick leave pool.

**Section 8.** Sick leave credit can be used, with the approval of the department, in any of the following instances:

- A. Sickness or off-duty injury (except in non-Center employment) to the employee.
- B. Sickness in the immediate household and/or immediate family as defined as spouse, domestic partner, child, parent, grandparent, grandchild, parent-in-law, sister, brother, or sister/brother-in-law.
- C. Quarantine because of contagious diseases. A doctor's certificate is required.
- D. 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.

**Section 9.** Nurses calling in to use sick time must notify the Center two (2) hours prior to the beginning of any work assignment of any sick absence in order to receive sick pay. Nurses calling in sick should first attempt to reach the person "on call" for staffing purposes by telephone. If no contact is made, the person "on call" for staffing purposes should be paged. If the page is not confirmed within a reasonable time, the nurse should page again.

**Section 10.** The sick leave pool accumulation may be converted to cash upon death or retirement. The conversion shall be a maximum of 1/4 of 960 hours.

## **ARTICLE 14**

### **Other Leaves**

**Section 1.** Leaves of absence may be granted by the Center with or without the loss of pay to attend conventions or other meetings of ONA, ANA or professional society. The number of nurses authorized to attend any said convention or meeting will be determined by the Center and will be contingent upon operational needs at the time, as determined by the Center.

**Section 2.** Child Care Leave. Following the use of sick leave as provided in Article 13, a six (6) week child care leave may be taken for purposes of maternity, paternity, or adoption. Accrued vacation and compensatory time may be scheduled in lieu of an unpaid leave.

**Section 3.** 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 during a leave of absence on account of personal illness or injury. Upon returning from leave, the nurse will be returned to his/her position if it has not been permanently filled; otherwise, he/she shall be given whatever work is available for which he/she is qualified and will be given the first opportunity for consideration to return to his/her position when the position is open.

**Section 4.** 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.

**Section 5.** Nurses who enter the military service shall be granted the protection of the Universal Military Training and Service Act.

**Section 6.** Nurses required to serve on a jury or required to serve as a witness when the matter relates to Center employment, shall be excused with pay from any Center duty when hours conflict with the hours actually spent in connection with such jury or witness service, provided the nurse deposits said jury fee with the Center's Personnel Manager. 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.

**Section 7.** Individual days of personal leave may be taken without pay, at the discretion of management.

**Section 8.** Eligible full-time and part-time nurses shall be granted an unpaid leave of absence of up to twelve (12) work weeks pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 ("FMLA") and the Final Regulations of the Department of Labor under the FMLA ("FMLA Regulations"). Applicable paid accrued leave shall be credited concurrent to FMLA.

A. Nurses eligible under the FMLA will be entitled to leave as defined by the FMLA and the FMLA Regulations:

- (1) for the care of the nurse's child (birth, or placement of child with nurse for adoption or foster care); or
- (2) for the care of the nurse's spouse, son or daughter, or parent, who has a serious health condition; or
- (3) for a serious health condition that makes the nurse unable to perform his/her job.

B. A "rolling" twelve-month period measured retrospectively from the date a nurse uses any FMLA leave shall be used to determine the "twelve-month period" in which the twelve weeks of FMLA leave entitlement occurs.

C. On return from FMLA leave, a nurse will be returned to the same position the nurse held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Nurses shall not receive any points under the Center's attendance point system or forfeit any accrued benefits or otherwise be disciplined or discriminated against for exercising their rights under the FMLA provided that they satisfy the terms and conditions set forth in the FMLA and FMLA Regulations.

D. Benefits and seniority do not accrue during FMLA leave unless leave provided for elsewhere in this Agreement is being used as FMLA leave and the provisions governing that leave provide that benefits and/or seniority accrue during leave.

E. Group medical plan coverage will be continued for nurses on FMLA leave under the same terms and conditions as coverage is provided to those nurses not on leave. The Center may recover its cost of maintaining the nurse's group medical insurance plan coverage during FMLA leave if the nurse fails to return to work after the nurse's FMLA leave entitlement has been exhausted or expires and the nurse's failure to return is not due to (1) a serious health condition that would otherwise entitle the nurse to FMLA leave or (2) other circumstances beyond the nurse's control, all as defined and provided for in the FMLA and FMLA Regulations.

F. Nurses will be required to concurrently use as FMLA leave any accrued paid sick leave under Article 13 of this Agreement or any other paid or unpaid leave provided for under Article 13 or Article 14 of this Agreement if the circumstances of the leave qualify for leave under both the FMLA and the applicable leave provision of Article 13 or Article 14. After FMLA leave entitlement has been exhausted or expires, the nurse will be entitled to any additional paid or unpaid leave provided for in this Agreement.

G. Nurses must provide medical certification to support a request for FMLA leave due to the serious health condition of the nurse, or the nurse's spouse, son, daughter or parent in accordance with the FMLA and FMLA Regulations.

## **ARTICLE 15**

### **Insurance Benefits**

A. The plan of benefits in effect on January 1, 2008 will remain in effect except as noted. The following Choice Benefits Plan will be provided to all bargaining unit members with an appointment level of .8 FTE or above. The Choice Benefits Plan is a cafeteria plan authorized under section 125 of the Internal Revenue Code and is subject to all federal, state and local tax laws and any changes which may occur therein. Wherever “pre-tax contributions” are specified, they are not currently subject to federal and state income taxes but may be subject to city income taxes. Insurance coverage will become effective the first of the month following 28 days of employment.

#### Eligibility

- Permanent full-time employees appointed at .8 FTE or above are eligible for the Medical, Dental Plans, Employee Life Insurance, Family Life Insurance, Personal Accident Insurance and Long-Term Disability Insurance and Spending Accounts as described below. Permanent part-time employees appointed at .5 to .79 FTE are eligible for HMO and life insurance coverage as noted below.
- Coverage is available for the employee, employee + 1 dependent or employee + 2 or more dependents.
- Eligible family members include legally recognized spouse, domestic partner, and unmarried dependent, natural, or adoptive and step children of whom the employee has permanent legal guardianship/custody are also eligible to age 19 provided the child meets dependency requirements under the IRS and lives with the eligible employee in a regular parent-child relationship. If the unmarried child is enrolled in school full time, the coverage will continue to the 23<sup>rd</sup> birthday.
- The election option is offered annually during an enrollment period.

- Description of Benefits

The descriptions of benefits contained herein are summaries and are not intended to cover all situations. Questions regarding specific benefit coverage will be controlled by the contract between the University and the appropriate insurance carrier. Eligible employees may elect one (1) of the following medical plans or no coverage as described below. The plans provide for coordination of benefits with other group insurance plans and may be secondary payors as a result.

1. Health Maintenance Organization (HMO)

A Health Maintenance Organization (HMO) is available. The program provides comprehensive care and offers participants the benefit of preventive health care and early disease detection. The cost of this option will be recalculated annually.

The terms specified herein take effect January 1, 2009.

The HMO will include the following design features:

- a. A \$10.00 co-payment shall be required for each office visit/medical treatment.
- b. A \$50.00 co-payment shall be required for each emergency room visit, except that no co-payment shall be required if the patient is admitted as an in-patient as a result of the emergency.
- c. Physical, speech and occupational therapy services shall be covered with applicable co-payment up to sixty (60) visits per year.
- d. The prescription drug co-payment will be \$7.00 for generic-formulary, \$12.00 for brand-formulary and \$24.00 for non-formulary. The prescription drug co-payment for mail order, 90-day supply, will be \$14.00 for generic-formulary, \$24.00 for brand-formulary and \$48.00 for non-formulary. Prescription drugs are subject to exclusions and limits as defined by the plan.

## 2. Point-of-Service (POS)

A Point-of-Service (POS) is available which provides comprehensive care through a panel of participating physicians. Most services provided by participating physicians are fully covered, except for applicable co-payments. After the deductible of \$200 per person or \$400 per family, UCR costs of covered services provided by non-participating physicians will be shared 70% by the plan and 30% by the employee, until the out-of-pocket limit of \$1100 per person or \$2200 per family is reached. The plan includes pre-admission review, second surgical opinion, concurrent review, length of stay controls, managed out-patient surgery, discharge planning and case management. The cost of this option will be recalculated annually.

A \$15.00 co-payment shall be required for each office visit/medical treatment.

A \$75.00 co-payment shall be required for each emergency room visit, except that no co-payment shall be required if the patient is admitted as an in-patient as a result of the emergency.

The prescription drug co-payment will be \$10.00 for generic-formulary, \$20.00 for brand-formulary and \$30.00 for non-formulary. The prescription drug co-payment for mail order, 90-day supply, will be \$20.00 for generic-formulary, \$40.00 for brand-formulary and \$60.00 for non-formulary. Prescription drugs

are subject to exclusions and limits as defined by the plan.

### 3. First 1000 Plan.

The terms specified herein take effect January 1, 2009.

The plan is a consumer driven plan that provides a benefit allowance of \$500 per member each calendar year to be used for medical services provided at network providers. The allowance does not apply to co-payments, prescription benefits, mental health and substance abuse co-payments.

The annual deductibles are:

	Network	Non-Network
Single	\$1000	\$3000
Double	\$2000	\$6000
Family	\$3000	\$9000

The plan covers preventative and well childcare. Network benefits are covered at 100% and/or 80% after deductible for specified services. Non-network benefits are covered at 70% or 60% after deductible. There is a separate \$100 co-pay per day for the first five days of any inpatient admission. Prescription drugs, at pharmacies specified by the plan, are covered with a co-payment of \$10.00 for generic-formulary, \$20.00 for non-generic formulary and \$30.00 for non-formulary. The prescription drug co-payment for mail order, 90-day supply, will be \$20.00 for generic-formulary, \$40.00 for non-generic formulary and \$60.00 for non-formulary.

A \$15.00 co-payment shall be required for each office visit/medical treatment received by participants from Network providers.

A \$100.00 co-payment shall be required for each emergency room visit, except that no co-payment shall be required if the patient is admitted as an in-patient as a result of the emergency.

Bargaining Unit members that enroll in this plan must attend an Information session to review the requirements and guidelines of the plan.

### 4. Health Insurance Plan Premiums and Credits, Surcharge & Waiver

Effective January 1, 2008, the maximum University contribution toward health insurance will be equal to 95% of the cost established for the HMO premium.

The employee contribution for the HMO effective January 1, 2009 is nine percent (9%) of the total monthly premium.

The employee contribution for the HMO effective January 1, 2010 is ten percent (10%) of the total monthly premium.

The employee contribution for the HMO effective January 1, 2011 is eleven percent (11%) of the total monthly premium.

The first 1000 plan is provided at no cost to the employee. The University will pay the premium for the term of this Agreement.

For the POS plan the employee contribution will be based on the difference between the University's contribution toward the least expensive medical plan offered and the actual monthly premium for the POS.

Benefit elections will be determined annually during the enrollment period, however, the employee may revise his/her election upon a change of family status as provided under federal law.

The Center will pay one-half the monthly premiums for all part-time employees appointed at .5 or .6 FTE who wish to enroll in the HMO program.

Effective January 1, 2009, there will be a twenty-five dollar (\$25) per month surcharge for coverage of a spouse or domestic partner of employees who are eligible for health insurance coverage through an employer other than the University of Cincinnati but choose to enroll in a University of Cincinnati health insurance plan.

Effective January 1, 2009, employees have the option of waiving health coverage provided by the University. In exchange for such waiver a monthly credit of one hundred dollars (\$100) may be received as cash in the paycheck by the employee or applied to the cost of other benefits.

Effective September 1, 2008, employees who waived health coverage for plan year 2008 shall receive a monthly credit of one hundred dollars (\$100) as cash in the paycheck by the employee or applied to the cost of other benefits.

## B. Dental Plans

Eligible employees elect one (1) of four (4) dental plans or no coverage as described below. The plans provide for coordination of benefits with other group insurance plans and may be secondary payors as a result.

### 1. Waiver

Employees may elect to waive dental coverage, however, if an employee waives dental coverage in a given year, the employee may only elect the Basic

Plan the following year.

2. Basic Plan

After an annual deductible of \$50 per person, \$150 per family, this plan pays 80% of covered preventive, diagnostic and restorative services and 60% of covered prosthodontic services to a yearly maximum of \$500 per person. Orthodontia is not covered.

3. Ortho Plan

This dental plan provides 100% coverage for preventive and diagnostic services and after an annual deductible of \$50 per person or \$150 per family, pays 80% of covered restorative services, 60% of covered prosthodontic services to a yearly maximum of \$500 per person and 50% of covered orthodontic services to a yearly maximum benefit of \$500 per person and to a lifetime orthodontic limit of \$1,000 per person for dependent children to age 19.

4. High Plan

This dental plan provides 100% coverage for preventive and diagnostic services and, after an annual deductible of \$25 per person or \$75 per family, pays 80% of other covered services to a maximum of \$1,000 per person each year. Orthodontia is not covered.

5. High Ortho

This dental plan provides 100% coverage for preventive and diagnostic services and, after an annual deductible of \$50 per person or \$100 per family, pays 80% of other covered services (restorative and major services) to a maximum of \$2,000 per person each year. Orthodontia services are covered at 60% (dependent children under the age of 19 only to a lifetime orthodontic limit of \$2,000).

6. Dental Plan Premium and Credits

a. The University will contribute a monthly amount toward each covered employee's dental insurance equal to the employee, employee + 1 dependent or employee + 2 or more dependents coverage for the Basic Plan. The employee will, if necessary, pay the difference in any excess monthly premium cost through salary deduction for any other plan selected.

7. Part-time employees with .75 FTE or greater appointment levels, who are otherwise not eligible for dental coverage, may purchase the Basic Plan at

Center costs. The Center costs may be adjusted annually based on University-wide experience. Prior to any cost increase, the part-time employees purchasing the Basic Plan must receive notice of the prior adjustments and be given ample opportunity to amend coverage through an open enrollment period.

C. Group Term Life Insurance

1. Employee Coverage

1 times annual salary

2 times annual salary

3 times annual salary

4 times annual salary

5 times annual salary

6 times annual salary

\$5,000

\$50,000

2. Life Insurance Premium and Credits

For employees with a .8 FTE status or above, the University will contribute toward life insurance coverage a monthly amount equal to the covered employee's monthly premium cost for one (1) times annual salary up to a maximum coverage level of \$50,000. Should the employee select a more costly option, the employee will be required to contribute the excess premium cost by salary deduction.

An employee selecting the \$5,000 option will receive a credit equal to the difference between the premium costs for 1 times annual salary, up to a maximum coverage level of \$50,000, and the \$5,000 option.

All permanent part-time employees who are not otherwise eligible for life insurance coverage provided by the University, may purchase life insurance at the fixed amounts of \$10,000, \$20,000 or \$30,000, at Center costs.

3. Family Life Insurance

Employees with a .8 FTE status or above may purchase life insurance coverage for spouse, domestic partner and children in the amounts stated below, not to exceed 50% of the employee's coverage. Eligible employees may increase their life insurance coverage by one (1) level (or decrease to any level) at the annual enrollment period or as a result of a change in family status.

Insurance for Spouse

Option for Children

No Coverage

No Coverage

\$5,000

\$2,000

\$10,000

\$5,000

\$25,000

\$10,000

4. Personal Accident Insurance

Employees with a .8 FTE status or above may purchase Accidental Death or Dismemberment Insurance (either single or family coverage) in the amounts stated below.

If family coverage is chosen, coverage for the spouse or domestic partner is equal to 50% of the employee's coverage, and coverage for each child is equal to 10% of the employee's coverage.

No Coverage

\$50,000

\$100,000

\$150,000

D. Long Term Disability Insurance

An eligible employee may purchase Long Term Disability Insurance which will provide for 65% of income replacement if the employee becomes totally disabled. The benefits are payable after a four (4) month waiting period. The plan includes a twelve (12) month pre-existing condition limitation, a twelve (12) month limit on mental/nervous and/or substance abuse disabilities, a twelve (12) month change of occupation limitation and no pension contribution.

The University will contribute 50% of the cost of the premium with the remainder paid by the employee through after-tax payroll deduction. Employees who waive LTD coverage will not receive any additional credits.

The Center is to assure that at no time a general professional exclusion from coverage is enforced against the nurse employees.

E. Health Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum, to be used for reimbursement of medical expenses which are not covered by insurance. Eligible expenses are those currently recognized as deductible for Federal Tax purposes, except mileage and parking.

Funds which are withheld must be reimbursed for expenses incurred in the Plan year in which they are withheld or within the first 2 months of the next plan year (carryover), or under current IRS rules, the unused funds will be forfeited.

F. Dependent Care Account

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from each pay, up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit.

Funds which are withheld must be reimbursed for expenses incurred in the Plan year in which they are withheld, or within the first 2 months of the next plan year (carryover) or, under current IRS rules, the unused funds will be forfeited.

G. Long Term Care Insurance

An eligible employee appointed at .80 FTE or greater may purchase long term care insurance at the group rates. Long term care insurance may be purchased for the employee, spouse, domestic partner, parents and parents-in-law. For approval of coverage, employees will not be required to provide evidence of insurability at the time of initial eligibility, provided they are in active work status. Spouse, domestic partner, parents and parents-in-law must provide evidence of insurability before coverage will be approved. This program is not part of the Choice Benefits Plan.

H. Retirement

OPERS – Members of the Bargaining Unit appointed after July 1, 1977 shall participate in the Ohio Public Employees Retirement System (OPERS) with eligibility and contributions determined by regulations of said retirement systems.

ARP – Full-time (100% FTE) Bargaining Unit members hired after August 1, 2005, or with less than five years of service credit in OPERS as of that date, can elect to participate in the Ohio Alternative Retirement Plan (ARP). Eligible

members may make a one-time irrevocable election to opt out of OPERS and participate in the ARP. The election must be made within 120 days of the date of hire. Bargaining Unit members shall make periodic contributions with the University.

The University contribution may be adjusted based on any changes to the unfunded liability percentage remitted to OPERS as required and set by law and/or the Ohio Retirement Commission.

I. Administrative Rules

Although application is filled out at the time of appointment, insurance coverage will not become effective until the first of the month following 28 days of employment.

Adding members, dropping members, changes from single to family and from family to single must be done within 31 days of the qualified status change.

Nurses going on an unpaid medical leave of absence or disability leave of absence after exhausting all accrued sick and vacation time will continue to receive health insurance coverage for twelve (12) months from the date of the unpaid medical or disability leave of absence, provided that the nurse continues to make the monthly premium contributions required for participation in his/her chosen health insurance plan. A nurse on a non-medical unpaid leave of absence will lose health insurance coverage the first of the month following the commencement of the unpaid leave of absence unless he/she pays the appropriate monthly premium amount to Human Resources.

Nurses, their spouse, domestic partner or dependents who lose eligibility for health insurance, will be permitted to purchase it at group rates in accordance with applicable legislation.

- J. The Center will provide nurses professional liability insurance while performing duties assigned by the Center for which they are paid by the Center.
- K. Eligibility for benefits shall be as specifically described in this Article of this collective bargaining agreement.

## **ARTICLE 16**

### **Seniority**

**Section 1.** Seniority is the right of a nurse to continue in the employment of the Center and to exercise job rights under the terms and conditions of this Agreement. Seniority is defined as the length of time a nurse has been continuously employed from his/her last date of employment by the Center or, if earlier, by the University provided that he/she has successfully completed his/her probationary period. For purposes of layoff and reduction in FTE due to lack of work, and recall, there shall be two (2) separate seniority titles of Apheresis Nurse and Blood Center Nurse.

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

- A. Resigns.
- B. Is terminated for cause.
- C. Exceeds an approved leave of absence.
- D. Is absent for three (3) consecutive working days without notifying the Center, unless explanation satisfactory to the Center is provided within ten (10) working days.
- E. Fails to report after recall from leave within three (3) working days after notification unless explanation satisfactory to the Center is provided.
- F. Is laid off for twenty-four (24) consecutive months.

**Section 3.** Openings in all job classifications covered by this Agreement shall be posted for one (1) calendar week at each operation, before being filled and if unfilled, then one (1) calendar week bargaining unit-wide before being permanently filled. Such openings shall be filled on the basis of a) ability to do the work and b) seniority. Where factor (a) is equal, factor (b) shall be the governing factor. The term "ability" as used herein shall include physical capabilities, mental skills, education, experience, prior performance, efficiency, and certification or licensing requirements.

**Section 4.** Openings in higher nursing classifications not covered by this Agreement shall be posted one (1) calendar week Center-wide before being filled.

**Section 5.** If a lay off or reduction in FTE is necessary within a seniority title, the Center will first seek volunteers to accept the lay off or reduction, and should a lay off or reduction still be necessary, all new hire probationary nurses within the affected seniority title (to the extent necessary) will be given written notice of lay off or reduction and will be laid off or reduced first before any regular full-time or part-time nurses in that

seniority title are laid off or reduced. If further lay offs or reductions in FTE are necessary within a seniority title the Center will notify affected nurses and the ONA at its Columbus office two (2) weeks prior to the date of the lay off or reduction. Upon request, the Center will meet with ONA representatives during this two (2) week period to discuss possible alternatives to the lay off/reduction. The Center will provide ONA with all information it has available concerning the lay off/reduction, including its plans, effect on ONA bargaining unit and other supportive information. After the expiration of the two (2) week period, regular full-time or part-time nurses within the affected seniority title will be laid off or reduced in inverse order of seniority. A nurse who is laid off or reduced in a seniority title may exercise seniority bumping rights to displace the least senior nurse within the other seniority title provided the nurse meets all of the minimum qualifications for the displaced nurse's job position as set forth in the Center's position description. Displacement within a seniority title due to bumping will be limited to no more than 2.0 FTE.

**Section 6.** In seeking new or additional nurses within each seniority title, the Center shall first offer active employment to those nurses who are then on lay off or reduced FTE status, regardless of seniority title, in accordance with seniority with the most senior nurse being recalled first, provided that the recalled nurse must first meet all of the minimum qualifications for the recall job position as established in the Center's position description.

Nurses being recalled to work from lay off shall be notified by the Center by certified and ordinary mail. The nurse must inform the Center within seven (7) calendar days from receipt of the notification of his/her intent to accept the work offered. Failure to respond shall discontinue the nurses' future rights to recall. If the nurse chooses to return to work, the day 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 offer to a recall position, will cease to have any future recall rights. Failure to return from lay off on the agreed date shall subject the nurse to termination. It shall be the responsibility of each nurse to keep the Center informed of his/her current address. Nurses shall retain recall rights for the twenty-four (24) consecutive months which follow the lay off.

**Section 7.** A nurse who has resigned from the Center in good standing may be re-hired at the discretion of the Center. A re-hired nurse's most recent re-hire date will be his/her hire date for all probationary and orientation periods and for all seniority, vacation and benefit purposes, except that accumulated sick leave credit will be in accordance with Section 7 of Article 13 of this Agreement and pension and retirement credit will be in accordance with Ohio law.

**Section 8.** The Center shall make available on each unit a seniority list showing the seniority of each nurse in that title on or before April of each year. In addition, a complete seniority list will be available in the Donor Services staffing office.

**Section 9.** One (1) officer of the ONA will be given superseniority within his/her

seniority title with respect to layoffs only. The officer shall retain his/her nursing position at the time of a layoff so long as there is work to be performed in the officer's seniority title.

**ARTICLE 17**  
**Salary And Economic Benefits**

**Section 1.** Effective on the first day of the pay period which includes January 20, 2008, all nurses shall receive an increase in their hourly rate of pay of two percent (2%).

Effective on the first day of the pay period which includes January 20, 2009, all nurses shall receive an increase in their hourly rate of pay of two and one-half percent (2.5%).

Effective on the first day of the pay period which includes January 20, 2010 all nurses shall receive an increase in their hourly rate of pay of three percent (3%).

The minimum hourly rate of pay for all nurses hired on or after January 20, 2005 shall be as follows:

Blood Center Nurse or Apheresis Nurse (Diploma & A.D.)	\$17.34 per hour
Blood Center Nurse or Apheresis Nurse (B.S.N.)	\$17.84 per hour

Employees may be hired above the minimum hourly rate of pay based on their individual qualifications and past experience.

All nurses hired before January 20, 2005, who currently hold or achieve their B.S.N. degree shall receive a differential payment of thirty-five cents (\$.35) per hour.

The Center will notify the ONA leadership when a nurse is hired at the rate of twenty dollars (\$20.00) per hour or more.

**Section 2.** Nurses will receive shift differential at four dollars (\$4.00)/hour for all hours actually worked between 3:00 p.m. and 7:00 a.m., provided the period actually worked ended after 6:00 p.m., or started before 7:00 a.m.

**Section 3.** All nurses who are "on call" shall receive three dollars and fifty cents (\$3.50)/hour for performing such duty.

**Section 4.** A nurse may voluntarily function in an acting capacity in a vacant position not covered by this collective bargaining agreement. In this situation, the affected nurse will be given an appropriate orientation to his/her acting position. During the assignment, the nurse shall receive a temporary wage level adjustment in recognition of the assumption of higher-level duties and responsibilities. The temporary wage level adjustment shall be equal to five percent (5%) of the base rate of pay, but not less than the amount necessary to bring the nurse to the minimum of the pay range of the higher-level position. The temporary wage level adjustment shall commence at the start of the assumption of the higher duties, however no adjustment will be paid unless the assignment exceeds two (2) weeks. A temporary work level adjustment shall be paid for

all hours actually worked in the higher classification.

**Section 5.** A forty dollar (\$40.00) 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 his/her regular schedule or where the unit weekend requirements are less than the maximal 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 maximal 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 Division Director or designee. Written requests for bonus weekends submitted prior to the schedule being posted will be awarded in accordance with seniority. Otherwise the eligible weekends will be awarded on a first come first serve basis.

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

**Section 6.** A nurse who is designated by the Center to perform the duties of a Team Leader during the Team Leader's absence shall be granted a differential as listed below.

The nurse shall be compensated at an additional one dollar and fifty cents (\$1.50) per hour for each hour during which he/she is designated as team leader. The differential shall be paid no later than the following pay period.

**ARTICLE 18**  
**Overtime**

**Section 1.** Normal overtime may be compensated either in money or in compensatory time off. The term overtime as used in this section shall encompass both modes of compensation.

- A. Overtime is defined as that time in active pay status which is in excess of 40 hours during any work week. Overtime does not begin until the fortieth (40th) hour has been completed. Therefore, overtime shall only be indicated after that point, and shall be compensated at 1-1/2 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, compensatory time taken, or holiday pay to create an overtime situation. However, if a nurse calls off sick during a calendar week and is subsequently mandated for overtime during that same calendar week, such sick time will be included in the calculation of overtime premium pay for that calendar week. 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 Section 4 - Holiday Pay).

**Section 2.** Compensatory time for normal overtime may be elected rather than monetary compensation by an employee at the rate of 1-1/2 times the hours worked in time off.

- A. Shift differential for overtime worked for compensatory time will be paid with the current pay period.
- B. Compensatory time for normal overtime must be used within one hundred 180 days. If it is not, it will be reimbursed by Payroll at time and one-half. The Center shall make every effort to see that nurses receive their compensatory time as time off.
- C. Compensatory time for normal overtime cannot be taken in the same week it is earned.

**Section 3.** Holidays.

- A. Holiday overtime is defined as any hours worked on a holiday.

1. Employees who work on a holiday shall have the option of: pay at one and one-half his/her regular base rate of pay in addition to his/her holiday pay or compensatory time off at time and one-half in addition to his/her regular holiday pay.
2. If compensatory time is not taken within one hundred and eighty (180) days it will be paid at time and one-half. The Center shall make every effort to see that nurses receive their compensatory time as time off.
3. Hours worked on a holiday are not included in the calculations of active pay status.

B. Holiday overtime for part-time employees.

Holiday overtime for part-time employees will be handled the same as holiday overtime for full-time employees. Holiday overtime is defined as any hours worked on a designated holiday.

1. Employees who work on a holiday shall have the option of: pay at one and one-half times his/her regular base rate of pay in addition to his/her holiday pay or compensatory time off at time and one-half to be taken within thirty days in addition to holiday pay.
2. If compensatory time is not taken within one hundred and eighty (180) days it will be paid at time and one-half. The Center shall make every effort to see that nurses receive their compensatory time as time off.
3. Hours worked on a holiday are not included in the calculations of active pay status.

**Section 4.** The rate of double time the regular straight time worked will be paid on the seventh (7<sup>th</sup>) consecutive working day in excess of forty-eight (48) hours. Only hours actually worked shall be counted for the calculation of overtime pay. On-call hours are not included in the calculation of double-time pay.

## **ARTICLE 19**

### **Education**

#### A. Employees

Employees are eligible for tuition remission for credit hours at the undergraduate and graduate levels as follows:

1. Full-time employees are eligible for tuition remission for up to six (6) regular undergraduate or graduate credit hours per academic term. In addition, full-time employees working in a clearly defined degree program are eligible for remission of all courses that are approved by the appropriate department head, dean or vice president.
2. Part-time employees who receive regular compensation for services are eligible for remission of an amount up to the cost of three credit hours per full academic term.
3. Retired employees as defined by University rule 30-28-01 who continue to be eligible for the same tuition remission benefits for which they were eligible before retirement.

#### B. Spouses, Domestic Partners and Dependents of University Employees

1. The following individuals are eligible for full tuition remission:
  - a. Spouses of employees;
  - b. Unmarried dependents of employees, defined for purposes of this rule as naturally born sons and daughters, stepsons or stepdaughters of the employee, and individuals for who the employee has been appointed the legal guardian pursuant to court action or by the terms of a valid will, who receive primary financial support from the employee. Determination of primary financial support shall exclude consideration of income such as that from co-op program employment;
  - c. Domestic partners of employees, defined for purposes of this rules as a partner of the same or opposite sex who meets specific criteria established by the Human Resource Department;
  - d. Spouses and unmarried dependents of former employees who retired and received a retirement annuity or become completely disabled while in the service of the university.

C. Limitations on Benefits

1. Remission is only available for graded courses.
2. Employees, spouses, domestic partners and dependents, classified as out-of-state residents for tuition purposes, shall pay a per credit hour fee, to be determined annually for courses at all levels, unless enrolled in an academic program covered by a reciprocity agreement with the state in which he/she resides.
3. For spouses, domestic partners, and dependents, the maximum number of attempted credits, as defined by the registrar, at the undergraduate level to which full tuition remission benefits may be applied is 216 quarter hours or semester equivalent, except that in cases where the minimum number of credit hours required to complete a program is larger than 216 quarter hours or semester equivalent, that required number of credit hours shall be covered by tuition remission.
4. Effective autumn term 2008, tuition remission benefits for spouses, domestic partners and dependent for specific programs for the colleges of law (JD), medicine (MD and MS in physiology) and pharmacy (PharmD) shall be at fifty per cent of the full tuition rate. Effective autumn term 2009, tuition remission benefits for spouses, domestic partners and dependents shall not apply for specific programs for the colleges of law (JD), medicine (MD and MS in physiology) and pharmacy (PharmD). Spouses, domestic partners and dependents who are admitted and enrolled in the specified programs in the colleges of law, medicine or pharmacy by the last day of the spring 2008 term are not subject to the provisions in this paragraph.

D. Loss of Tuition Remission Benefits

Continued eligibility for any of the tuition remission benefits conferred by this rule is contingent upon the recipient maintaining satisfactory progress toward a degree, based on criteria established by the Student Financial Aid Office. Eligibility for tuition remission shall be suspended for individuals who fail to maintain satisfactory progress towards a degree until such time as this requirement has been met.

- E. School attendance of nurses under the tuition remission/reimbursement plans will be during off duty hours.
- F. Nurses have a professional responsibility to obtain contact hours for re-licensure. The Center will reimburse each nurse for the issuance and re-issuance fees incurred for the purpose of obtaining and retaining a license to practice

professional nursing in the States of Indiana and Kentucky. Nurses will be granted two (2) education days with pay per calendar year in addition to any Hoxworth required education days.

All nurses, regular full-time and regular part-time, shall be eligible to attend, without loss of pay and at the expense of the Center, meetings or seminars which are approved by the Center as being of benefit to the Center and to the educational development of the nurses involved. The number of nurses who are authorized to attend any said seminars or meetings will be determined by the Center and will be contingent upon the needs of the operation at the time, as determined by the Center.

## **ARTICLE 20**

### **Miscellaneous**

**Section 1.** Economic benefits for part-time nurses are summarized in Appendix A, attached to and made a part of this Agreement.

**Section 2.** In the event of a strike by other employees of the Center not covered by this Agreement, the Center shall not require any Registered Nurse to perform work not generally provided by Donor Services.

**Section 3.** In the event any provision of this Agreement is held to be in conflict with or 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 4.** Long range pagers will be made available for use by nurses assigned to on-call. An adequate number of pagers will be provided to permit a 48-hour pager assignment.

**Section 5.** All nurses are to be evaluated (rated and reviewed) by Donor Services. Nurses who think they have been improperly evaluated shall have access to the following performance evaluation review procedure. Within seven (7) calendar days of receiving the performance evaluation, the nurse shall inform the next level of supervision above the evaluator of a desire to appeal the performance evaluation. Such notification shall be in writing and shall list the areas of the evaluation that the nurse disagrees with and why. Within seven (7) calendar days from receipt of written notification of appeal, the person in the next level of supervision will convene a meeting with the appealing nurse and the evaluator, and the ONA 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 within seven (7) calendar days of the meeting.

Performance evaluation with an overall rating of the top level on the evaluation shall not be subject to the grievance process. A nurse who takes exception to such an evaluation may have a written statement of his/her objections made a permanent part of the performance evaluation.

**Section 6.** When applicable, out of state or other income taxes will be deducted.

**Section 7.** A paycheck shortage that is evident to both the Center and the nurse after the nurse files the appropriate paperwork with the staffing office and payroll department, will be paid no later than the end of the subsequent pay period. If the paycheck shortage is greater than nine percent (9%) of the nurse's gross base pay, the nurse will

be paid within five (5) business days following the agreement on the shortage.

**ARTICLE 21**  
**Workplace Safety**

**Section 1.** A representative from ONA will be a participant on the Center Safety Committee. This representative will be provided with photocopies of the regular monthly reports of workplace injuries.

**Section 2.** The 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. Nurses are encouraged to report potential hazards as they are identified to Donor Services.

**Section 3.** A nurse who has been exposed to blood or body fluids while on duty must report to University Health Services 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, her/his physician, and the Center believe it is safe for the nurse and the nurse's patients. The 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 exposure(s).

**Section 4.** Each nurse will be provided with a Center identification badge which will identify the nurse as a registered nurse employed by the Center and contain only the personal information of the nurse's first name.

**Section 5.** If a nurse has reason to believe that she has been exposed to a work situation which may be harmful to his/her health, the Center will provide, at no cost to the nurse, any diagnostic examinations or tests.

**Section 6.** The Center will offer a Hepatitis B vaccine to each nurse.

**Section 7.** Nurses shall not be required to drive, ride, or work in any vehicle that is not equipped and operated in compliance with the applicable laws.

**Section 8.** The following equipment and materials will be maintained and supplied by the Blood Center and will be available in each self-contained mobile unit:

Cellular Phone	First Aid Kit*
Flash light *	Traction Material*
Two (2) blankets *	Maps of Ohio, Indiana & Kentucky *
Flares *	Shovel *
Fire extinguisher	Windshield washer fluid *

Scraper \*

\* Also available in Center cars and vans.

**Section 9.** The Center will schedule blood drives only at sites which meet AABB and FDA criteria. Where a site is, in the opinion of the Division Director or designee, unsafe to employees or donors, the blood drive site will move or close. The Center will provide bathroom facilities and running water within close proximity for all nurses working at a blood drive.

If the Center cancels a blood drive, the Center will offer to the affected nurses, within the same pay period, alternate work or pay for hours lost.

**ARTICLE 22**  
**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 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.** 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 23**  
**Duration**

**Section 1.** This Agreement, effective January 20, 2008 will continue in force until midnight, January 19, 2011 and thereafter from year to year unless either party gives sixty (60) days written notice prior to January 19, 2011 or any yearly anniversary date thereafter to terminate or amend this Agreement.

**Section 2.** Negotiations for the successor agreement shall occur in September 2010.

**TO BE UPDATED BEFORE PRINTING**

**APPENDIX A**

**HOXWORTH BLOOD CENTER  
ECONOMIC FRINGE BENEFITS BY APPOINTMENT LEVEL**

Appointment Level	Health Insurance	Dental Insurance	Long Term Disability	Employee Life Insurance	Family Life Insurance	Personal Accident Insurance	Health Care & Dependent Care Account	Long Term Care	Pension	Sick Leave	Vacation	Holidays	Tuition Remission/ Reimbursement
Full Time	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-	Yes	Yes	Yes
.80 - .99 FTE	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes-Prorated based on FTE	Yes-Prorated based on FTE	See Art. IX	Yes-Prorated based on FTE
.75 - .79 FTE	Yes	Yes-Plan C 100% paid by Employee	Yes	Yes-10K, 20K or 30K-100% paid by Employee	Not Eligible	Not Eligible	Yes	Yes	Yes	Yes-Prorated based on FTE	Yes-Prorated based on FTE	See Art. IX	Yes-Prorated based on FTE
.60 - .74 FTE	Yes-HMO 50% paid by Hospital	Not Eligible	Not Eligible	Yes-10K, 20K or 30K-100% paid by Employee	Not Eligible	Not Eligible	Yes	Not Eligible	Yes	Yes-Prorated based on FTE	Yes-Prorated based on FTE	See Art. IX	Yes-Prorated based on FTE
.50 - .59 FTE	Yes-HMO 50% paid by Hospital	Not Eligible	Not Eligible	Yes-10K, 20K or 30K-100% paid by Employee	Not Eligible	Not Eligible	Yes	Not Eligible	Yes	Yes-Prorated based on FTE	Yes-Prorated based on FTE	See Art. IX	Yes-Prorated based on FTE
	Not Eligible-100% paid by Employee	Not Eligible	Not Eligible	Yes-10K, 20K or 30K-100% paid by Employee	Not Eligible	Not Eligible	Yes	Not Eligible	Yes	Yes-Prorated based on FTE	Yes-Prorated based on FTE	See Art. IX	Yes-Prorated based on FTE



**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**  
**OPERS TAX EXEMPTION**

TAX EXEMPTION PROGRAM FOR ONA MEMBERS OF THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

Internal Revenue Code Sections 401(a) and 414(H.2) make it possible for an employer to tax exempt employee contributions to the Ohio Public Employees Retirement System. The contributions become non-taxable to the employee until such time as the contributions are received as a refund or as retirement benefits.

The following methodology will be used. The University will reduce the employee's taxable base by the appropriate employee contribution amount (currently eight and one-half (8½) and 7 percent respectively), while the employee's gross salary remains the same. Then, the University will forward the amount of salary reduction to the retirement system as the employee retirement contribution. The following examples illustrate the current and proposed taxation methodologies for retirement contributions.

	OPERS
<u>Assumption:</u>	
Gross Annual Salary	\$24,000.00
Annual Employee Retirement Contribution	- <u>2,040.00</u>
Tax Bracket	20%
 <u>Currently:</u>	
Gross Annual Salary	\$24,000.00
Retirement Contribution	- <u>2,040.00</u>
	\$21,960.00
20% Tax on \$24,000	<u>4,800.00</u>
Take Home Pay	\$17,160.00
 <u>Proposed:</u>	
Gross Annual Salary	\$24,000.00
Retirement Contribution	- <u>2,040.00</u>
New Taxable Base	\$21,960.00
20% Tax	<u>4,392.00</u>
	\$17,568.00
 Annual Difference	
	\$17,568.00
\$408/\$24,000=1.7%	- <u>17,160.00</u>
\$336/\$24,000=1.4%	\$ 408.00

OPERS

Assumption:

Gross Annual Salary	\$30,000.00
Annual Employee Retirement Contribution	<u>2,550.00</u>
Tax Bracket	25%

Currently:

Gross Annual Salary	\$30,000.00
Retirement Contribution	<u>2,550.00</u>
	\$27,450.00
25% Tax on \$30,000	<u>- 7,500.00</u>
Take Home Pay	\$19,950.00

Proposed:

Gross Annual Salary	\$30,000.00
Retirement Contribution	<u>2,550.00</u>
	\$27,450.00
New Taxable Base	<u>6,863.00</u>
25% Tax	\$20,587.00

Annual Difference	\$20,587.00
\$637/\$30,000 = 2.1%	<u>- 19,950.00</u>
\$525/\$30,000 = 1.75%	\$ 637.00

**APPENDIX C**  
**MEMORANDUM OF AGREEMENT**  
**SMOKE FREE WORK ENVIRONMENT**

The ONA and the Center agree that creation of a Smoke Free Work Environment has the potential for enhancing the therapeutic environment of the Center and contributing to the long term physical well being of its employees, patients and visitors. Under no circumstances will members of the ONA Bargaining Unit be charged with responsibility for enforcement of a Smoke Free Work Environment policy as it relates to patients and visitors. The ONA reserves the right to grieve the impact or application of any Smoke Free Work Environment policy adopted on the members of its bargaining unit.

**For the Ohio Nurses Association**

\_\_\_\_\_  
Sara Baker

\_\_\_\_\_  
Julie Holtman

\_\_\_\_\_  
Cheryl Pater

\_\_\_\_\_  
Nancy L. Zimpher

\_\_\_\_\_  
Jeffrey Wyler

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**For the University of Cincinnati**

\_\_\_\_\_  
William T. Johnson

\_\_\_\_\_  
Shawn Gregory

\_\_\_\_\_  
Gloria Woods