

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



Hoxworth Blood Center



AFT, AFL-CIO

**This Agreement is Effective From**

**January 20, 2020**

**Through**

**January 19, 2023**

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## 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.

## PREAMBLE

The Hoxworth Blood 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 Hoxworth Blood 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, 2020, 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 registered nurses employed by the Center as 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 the intention of the Center to utilize only registered nurses to perform professional nursing practice when caring for the therapeutic Apheresis patients.

## **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, religion, national origin, sexual orientation, age, disability, or genetic information on account of membership 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 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 Clinical Services specific to Therapeutic Apheresis 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 Clinical 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 the Hoxworth Center.

**Section 5.** During the first week of each orientation program, a list of the registered nurses 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 nurses' date of hire, home addresses, 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, Hoxworth will provide ONA with a private meeting room when needed, if a room is available at Hoxworth.

## **ARTICLE 6**

### **ONA Membership and Dues Deduction**

**Section 1.** It is agreed that sixty (60) days following a transfer or being hired into a bargaining unit position as a condition of employment, all nurses in the bargaining unit shall have union dues deducted once the Center receives an individual checkoff dues authorization. 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. In the event the Janus decision is reversed, the prior fair share language will not need to be renegotiated.

**Section 2.** 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. The amount shall include local unit dues as determined by the local unit.

**Section 3.** 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 4.** 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, an alphabetical list of all nurses whose dues/payments have been deducted.

**Section 5.** 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 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 6.** Within ten (10) days of the beginning of each calendar month, 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, UC "M" number, FTE, whether the nurse is on dues deduction, date of hire, phone number and address, provided that the nurses furnish the personnel office with their phone number and address. In addition, the Center will send the unit chairperson, if applicable, a list indicating new hires, promotions, leaves of absence, terminations and resignations, and the ONA bargaining unit segment of the

staffing roster in months in which it is published.

**Section 7.** 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 four (4) calendar months, which period may be extended at the discretion of the Center, however, the extension shall not exceed sixty (60) days. The Center will notify the ONA staff representative if a probationary period is to be extended.

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, 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 and the definition of the interrelationships of the Hoxworth Blood Center. This program will include at least six (6) weeks of formal training and related clinical experience.

For Clinical Services Nurses who provide Therapeutic Apheresis procedures, an orientation period will be provided for each procedure that will consist of formal training and related clinical experience.

Any nurse transferred permanently to a new unit shall have an appropriate orientation on the unit. 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 a monthly performance reviews. Failure to complete all periodic reviews will not impinge on management's right to fail a nurse on probation or give rise to the right to file a grievance in the case of failure of probation.

**Section 4.** Subsequent to the 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 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 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.**

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 grievance is not settled at Step 1 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 1 decision. A meeting will be held with ONA representatives, including ONA's staff representative, to discuss the grievance in an effort to resolve it and a written answer given to ONA.

**Step 3.** Either party may request mediation within fourteen (14) days after the date of the Step 2 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 after the mediation or the rejection of Step 3.

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 solicit a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Should one party determine a subsequent panel is necessary, that party shall bear sole responsibility for obtaining the subsequent panel. 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, except in the case of a party requiring more than one panel of arbitrators as outlined above. 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, 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.

**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 demotion, suspension or dismissal of a nurse will be initiated at Step 2 of the grievance procedure.

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

**Section 1.** Nurses are entitled to ten (10) holidays. These holidays are:

New Year's Day

Veteran's Day

Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day before or after Christmas Day

**Section 2.** When a nurse works on one of the 10 holidays listed in this article, the nurse will be compensated for holiday pay and holiday overtime on the actual calendar holiday. If a floating holiday (New Year's Day, independence day, veteran's day, the day before or after Christmas day or Christmas day) falls on a Saturday or Sunday and the nurse does not work on that day, for pay and scheduling purposes, the holiday will be recognized on the Friday or Monday. Weekday recognition of these floating holidays will be as follows:

- In the event the 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.

It may be necessary to adjust weekends off so that nurses work two (2) out of four (4) instead of every other weekend.

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 (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.** 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 January 1 through December 31.

**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 and retirements are considered new employees for vacation purposes.

**Section 5.** Initial bulk vacation sign-up will be from January 1st through January 15th 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 same division 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. Each nurse will provide his/her request (up to two consecutive weeks) with order of preference. Each nurse will provide a list of vacation requests according to her priority, numbered 1 through 6. Awarding of requests will be as follows: the first request of each nurse will be honored in order of seniority, then the second request will be honored in order of seniority, and so on, so long as no overlap occurs. Every attempt will be made to honor the preferences of each nurse, as determined by seniority and as permitted by operational needs.

C. The Center will post a vacation calendar reflecting approved selections by January 31st. Nurses may submit a second round of bulk vacation requests by February 7th for any open slots on the posted vacation schedule. The Center will post the schedule which includes second requests by February 21st.

D. 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.

E. 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 per division. More vacation hours than the stated minimum may be permitted.

F. Nurses may not schedule more than two (2) consecutive weeks of vacation during this bulk scheduling process.

G. The 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).

H. Any nurse who does not submit a written vacation request by January 15th will have waived the opportunity to choose vacation until after the pre-scheduled vacation calendar is established by January 31st.

I. 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 division.

J. Vacation requests, with the exception of those submitted during the period of bulk selection, shall be returned to the nurses within five (5) 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.

K. 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 division director or designee in writing at least fifteen (15) days prior to the confirmed vacation time. Trading of vacation time between staff is not permitted.

## **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 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 Center. Clinical Services nurses will not be assigned a shift longer than twelve (12) hours.

- B. The Center will not schedule nurses to work with less than 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 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.
- E. During off hours, therapeutic procedures will be assigned to the "On Call" Therapeutic Apheresis nurse(s).

**Section 2.** Clinical Services nurses will be required to work a maximum of every third (3rd) weekend for work and/or on-call purposes. If staffing needs dictate, the Center will provide the nurses with one (1) week notice for any change to the weekend rotation. Nurses may be scheduled to work less than these maximums (i.e., every fourth (4<sup>th</sup>) or every fifth (5<sup>th</sup>) weekend) when staffing permits.

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 division director or designee.

**Section 3.** 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. For all bargaining unit nurses 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 4.**

- A. Whenever a nurse is required to return to work at a time other than his/her regular work schedule, thereby necessitating additional travel to and from work, the employee shall be guaranteed four (4) hours of call-back pay. Call-back pay will be provided at the straight rate of pay or the appropriate overtime pay for actual hours worked, whichever results in the greater financial advantage for the nurse.
- B. It is understood that any work performed immediately prior to the start of the regular shift or immediately following the end of the regular shift, so that no extra travel to

and from work is required, will be paid at the appropriate rate.

- C. Call-back pay will begin upon arrival at the work station. The nurse will be compensated at his/her regular rate for hours actually worked prior to arriving at the site.
- D. When the nurse is working in call-back status, on-call compensation will be suspended. After the nurse has completed the activities involved with the call-back event, on-call compensation will resume.
- E. If a Clinical Services 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 one hundred eighty (180) days.
- F. Nurses shall be reimbursed for all documented business calls in compliance with the wireless phone stipend policy of the University.
- G. An employee may be appointed to a part-time or alternative work schedule in which the annually scheduled hours of work are less than the full-time schedule of 2,080 hours. Such an employee will be considered permanent, part-time.

A full-time employee may reduce his/her schedule to a part-time schedule for a specified period of time by mutual agreement with his/her department head and may resume a full-time schedule at the conclusion of the mutually agreed upon period of time.

The full-time equivalent (FTE) for any permanent part-time employee, including those with alternative schedules, will be calculated by dividing the annually scheduled hour by 2080. If more than one nurse requests an adjusted schedule, the most senior nurse shall be considered first. Benefits shall be made available to permanent, part-time employees at 75% FTE or greater on the same basis as full-time employees.

**Section 5.** In the event the university closes due to inclement weather or other emergencies, essential employees required to work shall be paid at a rate of two (2) times the regular hourly rate. If an employee must report to work based on operational need prior to an 8:00 a.m. university closure, employee will be paid at the above-referenced rate for hours worked prior to 8:00 a.m.

## **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. Suspension up to thirty (30) calendar days.
- D. Demotion.
- E. 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 of a conference report or a written reprimand more than twelve (12) months old will be used for disciplinary purposes unless a subsequent discipline for same or similar charge has occurred in that time period. No disciplinary actions of a suspension or demotion 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 twelve (12) or twenty-four (24) consecutive months, depending upon the level of discipline, where there has been no subsequent discipline for the same or similar charge. The request should be filed with the 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 twelve (12) or twenty-four (24) months, depending upon the level of discipline, 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.

**Section 8.** A nurse, at any time, shall have the right to review his/her employee files in the presence of a representative of the appropriate Department. The nurse shall give seven (7) days 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 division director or designee. 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 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. If the sick leave pool is exhausted any nurse may retroactively use accrued vacation time in lieu of unpaid sick leave.

**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 a successful return to work 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 return to work 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, step-child, parent, grandparent, grandchild, parent-in-law, daughter/son-in-law sister, or brother.

- 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, step-child, parent, grandparent, grandchild, parent-in-law, daughter/son-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. Donor Services Nurses calling in sick must notify the on-call staffing coordinator or designee. Clinical Services Nurses calling in sick must notify the supervisor or designee.

**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.** The Hoxworth Blood Center shall comply with all applicable state and federal laws, rules and regulations regarding military leave.

**Section 5.** 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 Financial Services division. 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 6.** Individual days of personal leave may be taken without pay, at the discretion of management.

**Section 7.** 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"), except that nurses using military caregiver leave as described below are limited to a combined total of twenty-six (26) work weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. (only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered service member.) Applicable paid accrued sick leave shall be credited concurrent to FMLA. Other applicable paid accrued leave may 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; or
4. for the care of a spouse, son or daughter, parent or where the nurse is next of kin to a covered service member with a serious injury or illness incurred in the line of duty; or
5. for a qualifying exigency arising out of the fact that the nurse's spouse, son, daughter, or parent is on active duty in the National Guard or Reserves, or has been notified of an impending call or order to active duty in the National Guard or Reserves, in support of a contingency operation.

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, except in the case of military caregiver leave as described in (A)(4) above. Military caregiver leave shall begin on the first day of absence under such leave, and ends twelve (12) months later.

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**

The university will continue to provide benefit-eligible employees in the bargaining unit the group insurance plan (hospitalization, major medical, prescription drug, dental, basic life insurance and long-term disability coverage) as approved by the Board of Trustees.

The university reserves the right to modify the plan design and employee contribution. Such modifications shall be no less favorable than those provided to unrepresented employees.

Whatever "pre-tax contributions" are specified, they are currently not subject to federal and state taxes but may be subject to city income tax. Coverage shall be effective not later than the first day of the month following twenty-eight (28) days after appointment.

### **Health Insurance**

#### **Surcharge and Waiver**

There will be a monthly 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.

Employees have the option of waiving health coverage provided by the University. In exchange for such waiver a monthly credit may be received as cash in the paycheck by the employee or applied to the cost of other benefits. If an employee and spouse or domestic partner both work for the university in benefit eligible positions and elect to enroll under one medical plan, the spouse or domestic partner waiving coverage is not eligible for the credit.

The university reserves the right to modify the surcharge and waiver. Such modifications shall be no less favorable than those provided to unrepresented employees.

### **Dental Insurance**

The university shall provide dental coverage to eligible employees. The university reserves

the right to modify the plan design and/or employee contribution. Such modifications shall be no less favorable than those provided to unrepresented employees.

### **Other Insurance**

The university shall provide optional employee life insurance, family life insurance, accidental death and dismemberment coverage and long term disability coverage to eligible employees. The university reserves the right to modify the plan design and/or employee contribution. Such modifications shall be no less favorable than those provided to unrepresented employees.

#### **Health Care Account**

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from the first two paychecks of each month, up to the annual maximum, to be used for reimbursement of medical expenses which are not covered by insurance, in accordance with the plan and IRS regulations. 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 two (2) months of the next plan year (carryover), or under current IRS rules, the unused funds will be forfeited.

#### **Dependent Care Account**

An eligible employee may elect to have a specified amount withheld on a pre-tax basis from the first two paychecks of each month, 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 two (2) months of the next plan year (carryover) or, under current IRS rules, the unused funds will be forfeited.

### **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.

### **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 in coverage category must be done within 31 days of the qualified status change and must comply with IRS rules regarding such changes. In the event of a family status change, the following changes are permitted under the plan: medical plan coverage and category, dental plan coverage and category, life insurance coverage level (increase or decrease to any level), flexible spending account contribution amounts, family life insurance level of coverage, personal accident coverage single to family, or vice versa.

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.

The Center will provide nurses professional liability insurance while performing duties assigned by the Center for which they are paid by the Center.

Eligibility for benefits shall be as specifically described in this Article of this collective bargaining agreement.

The university reserves the right to modify the plan design and employee contribution. Such modifications shall be no less favorable than those provided to unrepresented employees.

#### Wellness Program

During the term of this Agreement, the university may introduce a wellness or healthy life-style program. Such a program may include a combination of activities that are designed to increase awareness, assess risks, educate and promote voluntary behavior changes to improve the health of an individual, encourage modifications of his/her health status and enhance his/her personal well-being and productivity, with a goal of preventing illness and injury. Participation in such programs by Bargaining Unit members shall be voluntary. Bargaining Unit members who choose to participate will receive all the benefits afforded by participation.

## **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 a seniority title of Apheresis 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 classifications not covered by this Agreement shall be posted one (1) calendar week house-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 layoffs 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 layoff/reduction. The Center will provide ONA with all information it has available concerning the layoff/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 layoff.

**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 at each operation 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 super seniority 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. COMPENSATION**

1.1 Therapeutic Apheresis Nurses shall remain in a three level compensation system.

Effective July 1, 2020, currently employed nurses in Level 1, 2 and 3 will receive a two and three quarters percent (2.75%) increase on their base rate of pay.

Effective July 1, 2021, currently employed nurses in Level 1, 2 and 3 will receive a two and three quarters percent (2.75%) increase on their base rate of pay.

Effective July 1, 2022, currently employed nurses in Level 1, 2 and 3 will receive a two and a half percent (2.5%) increase on their base rate of pay.

#### **1.1 A. Level 1 (Therapeutic Apheresis Nurse)**

Current Hoxworth nurses and newly hired nurses with three (3) or less years of comparable experience.

Pay Range: \$25.50 - \$31.61

Comparable experience is defined as:

- Full credit for other blood center therapeutic apheresis nurse experience.
- Partial credit for experience in a critical care unit (e.g., OR, ICU, CCU, ER, HEM/ONC, DIALYSIS, IV THERAPY, MED/SURG)
- Partial credit for experience in a critical care unit is defined as fifty-percent (50%) of blood center experience.

Starting salary will be determined based on a combination of degree and comparable experience.

#### 1.1B. Level 2 (Advanced Therapeutic Apheresis Nurse)

Current Hoxworth nurses with three (3) years' experience in Level 1. Newly hired nurses with more than three (3) but less than ten (10) years of comparable experience.

Pay Range: \$31.62 - \$37.73

Comparable experience is defined as:

- Full credit for other blood therapeutic apheresis nurse experience.
- Partial credit for experience in a critical care unit (e.g., OR, ICU, CCU, ER, HEM/ONC, DIALYSIS, IV THERAPY, MED/SURG)
- Partial credit for experience in a critical care unit is defined as fifty-percent (50%) of blood center experience.

Starting salary will be determined based on a combination of degree and comparable experience.

#### 1.1C. Level 3 (Senior Therapeutic Apheresis Nurse)

Current Hoxworth nurses with seven (7) years' experience in Level 2. Newly hired nurses with ten (10) or more years of comparable experience.

Pay Range: \$37.74 - \$43.86

Comparable experience is defined as:

- Full credit for other blood apheresis nurse experience.
- Partial credit for experience in a critical care unit (e.g., OR, ICU, CCU, ER, HEM/ONC, DIALYSIS, IV THERAPY, MED/SURG)
- Partial credit for experience in a critical care unit is defined as fifty-percent (50%) of blood center experience.

Starting salary will be determined based on a combination of degree and comparable experience.

The Union and Hoxworth agree to meet and negotiate specifics regarding the establishment of two lead positions and file a joint petition to establish the classification into the bargaining unit to be completed no later than July 1, 2020.

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

**Section 2.** Nurses will receive shift differential at four dollars (\$4.00)/hour for all hours

actually worked between 6:00 p.m. and 6:00 a.m.

**Section 3.** All nurses who are "on call" shall receive four dollars (\$4.00)/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 one (1) week. A temporary work level adjustment shall be paid for all hours actually worked in the higher classification.

**Section 5.** A ten dollar (\$10.00) bonus will be paid for each hour 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.** The Center shall provide a monthly wireless communication stipend to an employee who has a documented official university business need for a communication device.

**Section 7.** All nurses who are assigned to be a preceptor shall receive an additional seventy-five cents (\$.75) per hour for all time spent performing such duties.

## **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.**

- 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. A seniority-based rotation list will be used for voluntary overtime. 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 working titles of Clinical Services Nurse.

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 24 hours of overtime 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. When required to work beyond seven (7) consecutive days in excess of forty-eight (48) hours, starting on the seventh (7<sup>th</sup>) day and all days thereafter, the nurse will be paid at double the regular rate of pay. 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.
5. 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 of this Article. Nurses electing to use compensatory time pursuant to this section shall notify the supervisor or designee at least twelve (12) hours prior to the requested leave.

**Section 4.** 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.

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 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.

## **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 unlimited regular undergraduate or graduate credit hours or audit hours with approval of appropriate supervisor per academic term.
2. Part-time employees who receive regular compensation for services are eligible for remission of an amount up to the cost of four 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 on the same basis as active employees based upon their classification at the time of retirement.

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

1. The following individuals are eligible for full tuition remission (instructional fee only):
  - 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 are federal income tax dependents of the employee;
  - 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 for spouses, domestic partners and dependents of employees.
2. Tuition remission benefits for specific programs for the colleges of law (jd), medicine (md and ms in physiology), and pharmacy (pharmd) are not available for the spouses, domestic partners, and dependents of employees. However, effective fall term 2020, tuition remission benefits for specific

programs in the college of law (jd) will be eligible for tuition remission for the spouses, domestic partners, and dependents of employees.

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, based on criteria established by the Student Financial Aid Office as required by federal laws and regulations. Eligibility for tuition remission shall be suspended for individuals who fail to maintain satisfactory progress until such time as this requirement has been met.

E. Health Insurance Fees

If the spouse, domestic partner or dependent is enrolled in six (6) or more credit hours per semester, it is his/her responsibility to complete the university's waiver document annually by the due date as per university policy. If the spouse, domestic partner or dependent does not complete the waiver, he/she will be charged for student health insurance, as per university policy.

F. School attendance of nurses under the tuition remission/reimbursement plans will be during off duty hours.

G. 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 the division in which they work.

**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.** All nurses shall be evaluated annually (rated and reviewed) by their immediate supervisor on the anniversary date of the end of the nurse's initial hire date. 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 review procedure. 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 5.** When applicable, out of state or other income taxes will be deducted.

**Section 6** A paycheck shortage that is evident to both the Center and the nurse after the nurse files the appropriate paperwork with the immediate supervisor or designee 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.

**Section 7.** A home route shall be considered as the total mileage for the roundtrip from the Therapeutic Apheresis Nurse's primary residence to the main Hoxworth Blood Center. Additional required travel Monday – Friday shall be considered for reimbursement purposes. Travel on weekends, holidays, or while on call shall be considered travel mileage for reimbursement purposes. Reimbursement shall be at the rate determined by the Internal Revenue Service.

**Section 8.** Therapeutic Apheresis Nurse will not be pulled, floated, and/or assigned to work in Donor Services during normal routine operations.

**Section 9.** The Center shall continue to provide badges for all ONA nurses reflecting their essential status and credentials.

## **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 their immediate supervisor or designee.

**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 Hoxworth cars and vans.

**Section 9.** The Center will schedule blood drawings 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 drawing site.

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

## **ARTICLE 22**

### **ONA Labor Management Committee**

**Section 1.** There is hereby established an ONA Labor Management Committee (LMC) made up of two (2) representatives selected by the Center and two (2) nurses selected by the ONA. Nurses serving on the LMC will be scheduled for the appropriate release time on the day of the LMC meetings. The size of this Committee may be changed by mutual agreement.

**Section 2.** The purpose of this Committee is to provide a method of communication between the Center and ONA concerning matters of mutual concern and interest concerning nursing practice as it affects patient care and issues affecting operational policies and procedures.

**Section 3.** Meetings of the LMC will be held at least quarterly unless mutually agreed otherwise. The Committee will establish its meeting times and administrative procedures. The parties may request the presence of anyone who may be of assistance in the consideration of any particular matter.

**Section 4.** The LMC shall have no power to effect changes to any of the parties' collective bargaining agreement or to any other matter affecting the employment status of nurses. In no case shall any matter considered by the Committee be subject to the grievance and arbitration procedures of the parties' collective bargaining agreement.

**Section 5.** The parties may jointly agree to establish ad hoc committees for the purpose of addressing specific problems or issues. Upon completion of the project for which it was formed, a sub-committee will issue a final report to the permanent LMC and will then dissolve.

**Section 6.** The Committee will review on a regular basis the completed Assignment Despite Objection forms which are noted in Appendix D.

**Section 7.** 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 or designee. Additionally, specific staffing problems will continue to be discussed as necessary by the LMC.

## **ARTICLE 23**

### **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 24**

### **Seasonal Closure**

The University will be subject to a seasonal closure between the Christmas and New Year's holidays each year of the contract. Employees not required to work shall receive their regular pay for any such days. Employees deemed essential by their unit and required to work during a seasonal closure shall be granted seasonal time on an hour-for-hour basis in addition to their regular pay for the day. Such seasonal time shall not be unreasonably denied. Such seasonal time can be utilized at the employees' discretion in the place of any other contractual leave with no unreasonable restrictions. Seasonal time earned must be utilized no later than last day of June following the dates it was earned, of each year of the contract or it will be forfeited.

**ARTICLE 25**  
**Duration**

**Section 1.** This Agreement, effective January 20, 2020, will continue in force until midnight, January 19, 2023, and thereafter from year to year unless either party gives sixty (60) days written notice prior to January 19, 2023, or any yearly anniversary date thereafter to terminate or amend this Agreement.

**APPENDIX D**  
**ASSIGNMENT DESPITE OBJECTION FORM**

I, \_\_\_\_\_, am a Registered Nurse employed at Hoxworth Blood Center hereby object to the assignment made to me by \_\_\_\_\_ at \_\_\_\_\_  
(Supervisor/Person In Charge) (Time)  
on \_\_\_\_\_ despite my objections on the grounds that I was (i.e., not oriented to the  
(Date)  
unit, not trained or experienced in area assigned, not given adequate staff for acuity, given an assignment which posed a serious threat to my health or safety, etc.)

STAFFING COUNT (on date of objection)

RNs:	
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Number of Donors/Patients Scheduled: \_\_\_\_\_ (on date of objection).

Brief statement of problem:

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This assignment is accepted because I have been instructed to do so, despite my objections.

ACTIONS TAKEN BY NURSE:

Notified Staffing Coordinator: \_\_\_\_\_  
(Date) (Time)

Notified Area Manager: \_\_\_\_\_  
(Date) (Time)

Response by Manager:

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\_\_\_\_\_  
RN Signature (Date)

\_\_\_\_\_  
Manager and Title (Date)

Copy #1: to Supervisor  
Copy #2: to ONA Representative in Center

Copy #3: Retained by Nurse Rev: 11/19

**APPENDIX E**  
**SIGNATURE PAGE**

FOR THE OHIO NURSES  
ASSOCIATION/  
AMERICAN FEDERATION OF  
TEACHERS, AFL-CIO

FOR THE UNIVERSITY OF CINCINNATI  
ON BEHALF OF HOXWORTH BLOOD  
CENTER

\_\_\_\_\_  
Dominic Mendiola

\_\_\_\_\_  
Matthew Crawford

\_\_\_\_\_  
Kelly Anstead

\_\_\_\_\_  
Lauren Lantz

\_\_\_\_\_  
Carole Geglein

\_\_\_\_\_  
Christopher Nare

\_\_\_\_\_  
Deborah Owsley