Section 13: In an effort to promote collaborative discussion and reach mutually-agreed resolution, issues related to scheduling and/or staffing will be discussed regularly at LMC.

ARTICLE 15
EXTRA HOURS (OVERPERCENT/OVERTIME)

Section 1: When extra hours work is required on any unit, the staff nurse assigned to such unit will be offered via text message such extra hours work in order of hospital seniority. A nurse who opts out of text messaging will waive their opportunity to be notified of extra hours.

Section 2: Contiguous Extra Hours and On-Call pay (including IRP nurses): For purposes of this section, the Hospital shall follow the staffing shift assessment process.

A. If a nurse voluntarily signs up for a shift of time less than eight (8) hours and the department identifies the need to cancel, the shift will be cancelled.

B. If a nurse voluntarily signs up for two contiguous blocks of time totaling less than twelve (12) hours and the department identifies the need to cancel the first block, the nurse may, at their discretion, be placed in an on-call status for the remaining block. The nurse must notify the department of their decision to be on-call when the first block is canceled. Any nurse in an on-call status pursuant to this section shall be paid $3.50 per hour while in this on-call status.

    1. If the department identifies the need to cancel multiple nurses, the choice to be placed on-call will be offered to qualified nurses by seniority.

    2. If more than one nurse is placed in an on-call status and the department decides to request one or more of the nurses to return to work, the option to return shall be offered to the qualified nurse by seniority.

C. If a nurse voluntarily signs up for three or more contiguous blocks of time totaling twelve (12) hours or greater and the department identifies the need to cancel the first and/or second block of the extra hours, the department may, at its discretion, place the nurse in an on-call status for the remainder of the extra hours. Any nurse in an on-call status pursuant to this section shall be paid $3.50 per hour while in this on-call status.

    1. If the department identifies the need to cancel multiple nurses, the choice to be placed on-call will be offered to qualified nurses by seniority. If no nurse volunteers to be placed on-call, qualified nurses shall be placed on-call in inverse order of seniority.

    2. If more than one nurse is placed in an on-call status and the department decides to request one or more of the nurses to return to work, the option to return shall be offered to the qualified nurse by seniority.

Cancellation of contiguous extra hours shall be handled per Article 14, Section 3, #4.

Section 3: If an insufficient number of volunteers are obtained through the procedure outlined above in Section 1, qualified nurses who normally work on other units will be offered such extra hours work via text message. A nurse who opts out of text messaging will waive their opportunity to be notified of extra hours.

Section 4: If an insufficient number of volunteers are obtained pursuant to the procedure outlined above the nurse or nurses who have least recently worked extra hours for four (4) hours or more within the unit, either voluntary or involuntary, and are qualified to perform the work will be assigned to work such extra hours in the following order:

1. For nurses working or scheduled to work up to four (4) hours before or four (4) hours after their shift, a nurse shall not be required to work extra hours again until all other staff nurses have been required to work.

2. If extra hours needs are not satisfied because a nurse either volunteered or has most recently worked under Section 3 (1), then the least senior qualified nurse shall be required to perform the necessary work.

It is the intention of the Hospitals not to call in nurses on their days off.

No nurse shall be mandated for a period of time that has been approved as vacation or compensatory time. In no case shall a nurse in the charge role be required to mandate another staff nurse to work extra hours, as set forth in Article 6, Section 3.

Section 5: The Hospitals will not employ "agency/traveling" nurses without first offering such work to its regular nurses who are qualified to perform the work involved.

Section 6: Nurses will be given reasonable notice before mandatory overtime is required. The parties recognize that a nurse has an obligation and a right to decline mandatory extra hours, without fear of disciplinary recourse, if the nurse feels that fatigue will adversely impact the nurse's ability to provide safe patient care.

Section 7: No nurse will be required to work extra hours under this Article for a period of more than four (4) hours. A nurse shall have a minimum of eight (8) hours off between shifts, when one such shift is a mandated shift.

A. No nurse shall be required to work extra hours as a condition of continued employment with the Hospital. The Hospital shall not terminate, threaten termination, discipline, or threaten discipline because a nurse chooses not to work extra hours.

   i. In the event of a declared emergency, unforeseen situation, and/or unanticipated influx of patients, the requirements under this section shall not apply, except that no nurse will be required to work more than four (4) extra hours in any four

(4) week schedule. The Hospitals will demonstrate prompt and diligent efforts to maintain required staffing levels. Hours utilized under this paragraph shall be reported by cost center monthly at the joint Labor-Management Committee.

ii. In the unforeseen situation in which a nurse working in a procedural and/or ambulatory area is providing active patient care for the purpose of completing a procedure or resolving a patient crisis, the requirements under this section shall not apply. In this situation, any nurse required to work extra hours will receive an additional twenty-five dollars ($25) per hour incentive pay with a minimum of one (1) hour paid, any time worked in excess of one (1) hour will be rounded up to the next full hour. In this paragraph, no nurse may be required to work extra hours more than one (1) time per pay period on a rotational basis by inverse seniority. Hours utilized under this paragraph shall be reported by cost center monthly at the joint Labor-Management Committee.

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

Section 8: Unit by Unit determination: Procedures may be developed on a unit by unit basis and shall govern the process by which extra hours are administered, notwithstanding the procedures set forth in Sections 1 through 7 of this Article.

A. Each unit will meet and determine procedures by majority consensus of sixty-five percent (65%) of those nurses who vote on the procedure. All nurses will be given one full pay period to vote. A unit procedure will be valid for the length of the agreement, unless modified by the foregoing procedure. Unit procedures shall be developed in collaboration with the unit manager to ensure that the procedure can be implemented.

B. Any unit that does not have a procedure may submit a procedure to the Labor Management Committee (LMC) during the term of this agreement. All new or modified procedures will be subject to ONA and OSU approval through the LMC. In the event a unit procedure is found to be in violation of this contract, the procedure will be modified or eliminated. Procedures already submitted to the LMC will be reviewed by each unit within ninety (90) days of the effective date of this Agreement but do not need to be re- submitted for approval by LMC if no changes are proposed.

C. Approved procedures will be reduced to writing and made available on the unit in the Charge Nurse Resource Manual.

Section 9: Premium Pay

A nurse who works more than forty (40) hours in a week, as defined in Article 14, Section 1, shall be paid at one and one-half times the nurse's regular rate of pay for those hours worked over forty (40) or, at the nurse's option, shall be granted compensatory time on a time and one-half basis at a time mutually agreeable to the nurse and the Hospitals. Hours worked shall include paid holiday time not worked on the basis of hours so scheduled prorated for FTE and paid vacation time. In

the event a Hospital policy include additional categories under "hours worked", those categories shall also apply to bargaining unit employees. A nurse may change a compensatory time election during the work week.

Any RN who actually works over the nurse's appointed percentage, during a seven (7) day period as described in Article 14, Section 1, shall be paid at the nurse's base rate of pay, plus three dollars ($3.00) per hour for each hour actually worked above the nurse's University percentage appointment up to forty (40) hours per week.

There shall be no pyramiding of premium pay under this Agreement.

Section 10: Bargaining unit members may accrue not more than 240 hours of compensatory time. Any bargaining unit member who has accrued 240 hours of compensatory time shall, for additional overtime hours of work be paid overtime compensation. If compensation is paid to a bargaining unit member for accrued compensatory time, such compensation shall be paid at a regular rate earned by the bargaining unit member at the time of such payment.

A bargaining unit member who has accrued compensatory time shall, upon separation of employment from the University for voluntary or involuntary reasons, including retirement or death, be paid for the unused compensatory time at the final regular rate received by the bargaining unit member.

ARTICLE 16
SENIORITY

Section 1: Unless otherwise noted "Hospital seniority" shall mean bargaining unit seniority. Hospital seniority is the length of time a nurse has been continuously employed as a registered nurse from the last date of hire by the Hospital.

A nurse shall have no Hospital seniority during the probationary period but, upon successful completion of the probationary period, Hospital seniority shall be retroactive to the date of hire. Hospital seniority shall be updated monthly and shall be electronically accessible to all members. A copy of all such lists will be forwarded to ONA and the OSUNO President of the local unit.

In the event two or more nurses have the same Hospital seniority, the lowest last four digits of the nurse's identification number shall be the tiebreaker.

Section 2: Hospital seniority is broken when a nurse:

A. Resigns, retires, or is in a position which is abolished. Nurses who are rehired within 24 months assume their previous last date of hire adjusted by subtracting the time not employed. Effective January 1, 1992 nurses who resign their bargaining unit position but remain University employees may return to a bargaining unit position and assume their accrued seniority, less the time they were not employed in the bargaining unit.