

# **AGREEMENT**

**BETWEEN**

**THE OHIO NURSES ASSOCIATION/AFT, AFL-CIO**

**AND**

**THE OHIO STATE UNIVERSITY**

**July 1, 2024**

**through**

**June 30, 2027**



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## ARTICLE 1 - RECOGNITION

**Section 1:** This agreement is made and entered into this 1<sup>st</sup> day of July, 2024, by and between the Ohio Nurses Association, hereinafter referred to as “ONA,” the Ohio State Respiratory Therapists Organization, hereinafter referred to as “OSRTO,” The Ohio State University, hereinafter referred to either as the “University” or the “Hospital” or the “Medical Center.”

**Section 2:** The purpose of this agreement is to maintain an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by representatives of the registered respiratory therapists and Hospitals and respiratory therapy administration.

**Section 3:** The employee group covered by this Agreement includes all employees of The Ohio State University employed in the Registered Respiratory Therapist title at University Hospital, East Hospital, and PFT Clinics. Including all Team Leads.

Directors, Managers, Respiratory Therapy Supervisors, Cardiopulmonary Rehab Therapists, and all other employees not specified above are excluded from the employee group covered by this Agreement. The employee group covered by this Agreement will be hereinafter referred to interchangeably as “employees,” “bargaining unit employees,” “bargaining unit members,” or “respiratory therapists.”

**Section 4:** The University agrees that, during the term of this Agreement, it will not recognize or negotiate with any other organization or association as a representative of bargaining unit employees.

**Section 5:** It is not the University’s intent to change the job title or job description of the positions listed in Section 3 of this Article for the purpose of eliminating bargaining unit positions.

**Section 6:** Agency and Internal Resource Pool (IRP) respiratory therapists shall only be used to supplement and not to replace respiratory therapists covered under this Agreement.

## ARTICLE 2 – SEVERABILITY

In the event any provision of this Agreement is in conflict with, or in violation of, any federal statute, administrative rule, or regulation, such statute, administrative rule, or regulation govern and prevail. All provisions of this Agreement not in conflict therewith shall continue in full force and effect.

Because the Agreement governs the wages, hours, terms and conditions of employment of bargaining unit members, this Agreement shall supersede and replace all applicable state and local ordinances, and attendant rules and regulations, which it has the authority to supersede and replace including, but not limited to Chapter 124 of the Ohio Revised Code and attendant rules and regulations, as specified in Section 4117.10(A) of the Ohio Revised Code.

In the event any provision of this Agreement is in conflict with, or in violation of, a court decision rendered by a court of controlling jurisdiction with a direct impact on this agreement, the parties shall meet to discuss the resolution of such conflict or violation.

### ARTICLE 3 – ONA DUES DEDUCTION

**Section 1:** The University agrees to deduct monthly ONA and OSRTO dues in whatever sum is authorized by ONA from the pay of respiratory therapists in an active pay status upon receipt of a voluntary written authorization executed for that purpose.

**Section 2:** The University's obligation to make such deductions shall terminate automatically upon termination of the employment of the respiratory therapist who signed the authorization. If the respiratory therapist is transferred to a position with the University not covered by this Agreement, the University will discontinue such deductions.

**Section 3:** Dues shall be deducted from the pay period opposite the deduction for parking. Deductions provided for in this Article shall be transmitted electronically to ONA no later than the 20th day of the month following the month of the dues deduction. The University will electronically furnish ONA, together with its payment for ONA dues, an alphabetical list of all respiratory therapists whose dues have been deducted.

**Section 4:** ONA agrees that it will indemnify and save the University harmless from any action arising from the deduction of any dues as provided in this article once the dues have been deducted and transmitted to ONA.

**Section 5:** Within thirty (30) days after the effective date of this Agreement, and on a monthly basis thereafter, the University will electronically provide the ONA an alphabetized list of bargaining unit members with the following information:

- Name
- Employee Identification Number
- Title
- Home Address
- Telephone Number
- Unit
- Date of Hire
- Seniority Date
- Hourly Rate
- FTE Status

**Section 6:** Within thirty (30) days after the effective date of this Agreement, and on a quarterly basis thereafter, the University will electronically provide to the ONA a list of directors, respiratory therapy managers, and respiratory therapy supervisors, each by unit, and an organization chart for each hospital.

## ARTICLE 4 – ASSOCIATION ACTIVITY

**Section 1:** With reasonable notice to the Administrator of Human Resources (or designee), Representatives of the ONA may enter the Medical Center to meet with employees covered by this Agreement and/or the Medical Center's representatives for purposes of fulfilling their obligations as the exclusive bargaining representative. Such representative shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as the Medical Center may establish.

**Section 2:** OSRTO may designate up to five (5) bargaining unit members to serve on the ONA negotiating committee. Subject to the coverage needs of the department, ONA Negotiating Committee members will not be scheduled for a clinical assignment on the day of negotiations. These committee members will be released with pay for up to eight (8) hours per day to attend scheduled negotiation sessions. ONA Negotiating Committee members shall not be scheduled to work the night shift on the day preceding scheduled negotiations except by mutual agreement.

**Section 3:** Where there are bulletin boards for Hospital employees, a reasonable amount of space will be reserved for the ONA or the ONA local unit. Material to be posted shall be submitted to the Administrator of Human Resources, or designee. The ONA or the ONA local unit shall be responsible for posting such material on bulletin boards located in bargaining unit members' home units. A list of bulletin boards shall be agreed upon by ONA and the Medical Center. Access to the OSRTO website will be maintained on the University's Labor Relations website with a link on the respiratory therapy department's intranet homepage.

**Section 4:** The ONA, through the ONA President or officers, will have access to bargaining unit employees' mailboxes.

**Section 5:** The Medical Center will provide a thirty (30) minute period of paid time during the first week of employment for the ONA designee to meet with a newly hired respiratory therapist to discuss the parties' rights and obligations under the Agreement. The meeting shall be held during normal working hours.

## ARTICLE 5 – MANAGEMENT RIGHTS

**Section 1:** The management of the University, the control of the premises, and the direction of the workforce are vested exclusively with the University. The right to manage includes the right to hire, assign, transfer, promote and lay off; to discipline, demote, suspend or discharge bargaining unit members for just cause; to establish, abolish, modify and/or combine positions and the job content thereof; to determine the shifts, starting times, and the number of hours to be worked by bargaining unit members; to determine staffing and staffing patterns including, but not limited to the assignment of bargaining unit members as to numbers employed, duties to be performed, qualifications required, and areas worked; to determine the scope and nature of medical treatment and care to be rendered and the type and amount of equipment and supplies to

be utilized in providing such care; to determine the method and means by which its operations are to be carried on; to maintain maximum efficiency in all of its operations; and to carry out the ordinary and customary functions of management subject only to such restrictions governing the exercise of these rights as are expressly specified in this Agreement; and provided further that these rights shall not be used for the purpose of discriminating against any bargaining unit member on account of membership in or activity on behalf of ONA as provided for in this Agreement.

The management rights set forth above are not all inclusive but merely indicate the type of matters or rights which belong to and are inherent in the management of the University. The University's failure to exercise any right reserved to it or its exercise of any right in a particular way shall not be deemed a waiver of any such right or preclude the University from exercising the same in some other way not in conflict with this Agreement.

## ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

**Section 1:** The mission of the Labor Management Committee is to collaborate on matters of mutual interest and concern to create a more satisfying and productive workplace and to ultimately promote quality patient care.

- A. The purpose of the Labor Management Committee is to provide a means for continuing communication between the parties, to engage in joint problem solving, to promote healthy lifestyles and work environment, and to develop a climate of constructive Union-Medical Center relations. The meetings may include:
1. Discussions regarding the administration of this Agreement;
  2. An opportunity to inform the Union of changes contemplated by the University which may have a direct effect on bargaining unit members;
  3. An opportunity to inform the Union of future operational needs and programs of the Medical Center;
  4. An opportunity for Union representatives to discuss the views of the bargaining unit members and to make suggestions on subjects affecting the membership;
  5. An opportunity for the parties to discuss the problems that give rise to grievances and to discuss ways of preventing contract violations and workplace conflicts. The parties agree that specific individual grievances will not be discussed;
  6. An opportunity to discuss the creation and implementation of practices, solutions, programs, processes to increase productivity, improve efficiencies, and enhance the work environment.

- B. The Labor Management Committee should utilize joint problem solving techniques to promote excellence of work quality and performance in serving the needs of the Medical Center's customers including students, patients, faculty, other employees and the general public. Labor Management Committee members will be offered effective labor management cooperative training where appropriate.
- C. Labor Management Committee meetings are not negotiations and may not alter this agreement.

**Section 2:** The Labor Management Committee will meet at least quarterly or more often by mutual agreement. The Labor Management Committee will develop procedures in advance in relation to notice of or exchange of agenda items, recording of and approval of minutes, maintenance of minutes, and other records relative to the Labor Management Committee.

**Section 3:** Participants shall consist of: OSRTO President, Vice President, ONA Staff Representative, up to four (4) additional bargaining unit members selected by the OSRTO, and Medical Center Representatives. By mutual agreement, either party may bring in non-participants who have information or resources which could assist in the resolution of agenda items.

**Section 4:** Matters that may require a memorandum of understanding, letter of agreement or similar agreement shall be discussed at the Labor Management Committee with the appropriate parties present. The Labor Management Committee does not have the authority as a body to enter into such agreements.

**Section 5:** The parties agree to support joint labor-management training in skills and concepts which contribute to increased labor-management understanding and collaborative relationships.

**Section 6:** In the event a condition arises where a respiratory therapist or respiratory therapists have concern regarding respiratory care, staffing or patient safety, this concern shall be communicated to the immediate supervisor for possible alternative solutions. Established channels will be utilized for communication and problem solving. Respiratory therapists may submit written concerns to management for consideration and recommendations for possible alternative solutions.

## ARTICLE 7 – EDUCATIONAL PROGRAM

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

**Section 2:** Employees shall be compensated for all time spent attending mandatory educational conferences, seminars, or external educational programs. Cost of travel and registration fees will be reimbursed in accordance with University policy. Attendance at these required programs shall not be considered to be the use of professional days as described in section 3 of this article.

Following discussion with a respiratory therapist's manager, if mandatory education under this section cannot be completed during the employee's scheduled shift and an employee is required to come in on the employee's day off, the employee shall be compensated for a minimum of two hours.

**Section 3:** Employees shall be eligible for professional days to attend professional conferences, seminars or external educational programs if such conference, seminar or program is approved by the Director of Respiratory Therapy. Each employee will be permitted to take up to five (5) days off per year for the purpose of attending such conferences, seminars or external educational programs. Requests for time off to attend these programs must be made to the respiratory therapy manager at least thirty (30) calendar days in advance of the date of the conference, seminar or external educational program. The Director of Respiratory Therapy may cancel an approved professional leave if, in the opinion of the Director, operational needs require. If professional leave is cancelled by the Director, the Hospitals shall pay the employee for any registration fees and travel expenses, including room accommodations, which the employee cannot recover.

## ARTICLE 8 – ORIENTATION

**Section 1:** All respiratory therapists employed by the Hospital shall participate in a general orientation. This program will be based on the concept that learning is facilitated when the learner is an active participant in the learning process. The orientation period will be dependent upon the specialty area requirements and demonstrated competencies of the individual. The orientation program will include courses with content consistent with national care standards.

**Section 2:** During the orientation period, the orientee shall have weekly conferences with either the preceptor, team lead, and/or a respiratory manager. Orientation requirements may be modified by the respiratory therapy administration at the request of the respiratory therapist, preceptor, or a respiratory manager depending upon the education, experience and demonstrative clinical competence of the respiratory therapist.

## ARTICLE 9 – PROBATIONARY PERIOD

**Section 1:** Newly hired employees in the bargaining unit, including those transferring from other positions at the University, shall be considered probationary employees for the first six (6) months of their employment. In the event a probationary respiratory therapist has a performance issue, the respiratory therapist may request the presence of an OSRTO representative at a meeting with their respiratory therapy leader. During this time, the employee may be terminated at will and any such termination shall not be subject to Article 12 of this Agreement. However, probationary respiratory therapists may only process grievances concerning pay related issues.

## ARTICLE 10 – EMPLOYMENT

**Section 1:** An employee shall have the right to review their personnel file provided the review is in the presence of a representative of the respective department. An employee shall be timely provided a copy of their personnel file upon their written request.

**Section 2:** All employees covered by this Agreement shall be given access to their evaluation.

**Section 3:** In order to provide optimal patient care, necessary equipment will be made available at no cost to members of the bargaining unit. Long-range pagers will be made available to bargaining unit members who are required to be on call.

**Section 4:** The ONA and the Medical Center will split equally the cost associated with printing the number of copies of the Agreement they require.

**Section 5:** Bargaining unit members shall be eligible for a parking pass on the same basis and costs as are provided to all other University employees.

The Hospitals will provide bargaining unit members with weekend and holiday garage parking access at no additional cost. Garage entrance will be provided beginning at 2:00 pm Friday through 3:00 am Monday. If access is disrupted due to a renovations project, the Hospitals will accommodate bargaining unit members in an alternative garage.

Bargaining unit members will not be disciplined for tardiness related to a campus parking or shuttle incident validated by management.

**Section 6:** A newly hired bargaining unit member may apply for transfer to a new position after completion of the bargaining unit member's probationary period.

**Section 7:** The Medical Center will not change a bargaining unit member's FTE without the consent of the bargaining unit member. Bargaining unit members may request to adjust their FTE up to two times a year and such requests will be granted at the discretion of management.

**Section 8:** The Hospitals will provide initial treatment for work-related illness or injuries at no charge to the bargaining unit member through the facilities of Occupational Health and Wellness or the Emergency Department in the event Occupational Health and Wellness is closed.

## ARTICLE 11 – NON-DISCRIMINATION

**Section 1:** There shall be no discrimination by either the Hospital or ONA against any bargaining unit member or applicant for employment in any manner relating to employment because of age, ancestry, color, disability, ethnicity, gender, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, pregnancy, race, religion, sex, sexual orientation, or veteran status, application for or participation in the state workers' compensation system, or on account of membership in, or activity on behalf of ONA as provided for in this Agreement, or any other basis under law.

## ARTICLE 12 – GRIEVANCE PROCEDURE

**Section 1:** For the purposes of this Agreement, the term “grievance” is defined as a dispute between the Medical Center and ONA, or between the Medical Center and a respiratory therapist, or between the Medical Center and multiple respiratory therapists, concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

**Step 1.** A respiratory therapist having a grievance may present it in writing to their respiratory therapy supervisor, either alone or accompanied by a representative of ONA. Any such grievance shall be presented within ten (10) working days after the respiratory therapist had knowledge of the event upon which the grievance is based and shall contain (1) a statement of the grievance, (2) the section(s) of this Agreement alleged to be violated, if any, and (3) the remedy or relief sought by the respiratory therapist. The respiratory therapy supervisor, or other designee, shall give the respiratory therapist a written answer within ten (10) working days after the grievance has been presented.

**Step 2.** If the grievance is not settled at Step 1 of this procedure, it may be presented to the Administrator of Human Resources at the Medical Center, or designee, within ten (10) working days after the step one response. The Administrator of Human Resources at the Medical Center, or designee, the grievant, no more than two (2) representatives of the Medical Center, and no more than two (2) representatives of ONA, of which no more than one (1) shall be a Medical Center employee who would otherwise be on duty, shall meet within ten (10) working days after the appeal has been filed. The Administrator or designee shall respond in writing within ten (10) working days after the parties’ last meeting. A copy of said answer will be sent to the grievant’s home address or via email and to ONA. Grievants who are terminated or on leave will have said answer sent to the grievant’s home address.

**Step 3.** If the grievance is not resolved as provided in Step 2, ONA may submit the issue to arbitration. ONA must notify the Administrator of Human Resources at the Medical Center in writing within forty-five (45) calendar days of its intention to do so.

No grievance will be appealable to arbitration that may be appealable to the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission.

In the event the matter is submitted to arbitration, the ONA shall solicit a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within fifteen (15) working days of receiving the panel, a Medical Center representative and ONA shall alternately strike one arbitrator’s name from the list until one name remains. The remaining name shall be the duly selected arbitrator. The

Medical Center agrees to allow the grievant and any necessary witnesses requested by ONA time off with pay to attend the hearing. The fees and expenses of the arbitration shall be borne equally by the Medical Center and ONA. A party who elects a transcript of the proceedings shall pay for the cost of their own transcript and provide a copy of the transcript to the arbitrator. If both parties elect a transcript, the cost of the transcript shall be borne equally.

The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration or to impose on either party a limitation or obligation not expressly provided for by the terms of this Agreement, unless the parties have expressly agreed in writing to give the arbitrator specific authority to do so, or to make an award which has this effect. The arbitration award shall not cause the University to violate provisions of Title IX, its regulations, and the Title IX consent agreement of 2014 between the federal Office of Civil Rights and the University. The award of the arbitrator so made shall be final and binding on the parties.

By mutual agreement the ONA and the Medical Center may appoint a panel of at least seven (7) arbitrators to serve on a continuing basis. The panel shall be assigned cases in rotating order designated by the parties. If an arbitrator is not available to hear a case within 60 calendar days, the case will be assigned to the arbitrator who can hear the case at the earliest date. Arbitrators shall remain on the panel until their services are terminated by written notice by either party to the other provided that an arbitrator may not be removed pending a decision on any case. Following removal from the panel, the parties shall select a successor arbitrator.

**Section 2:** The time limitations provided for in this Article may be extended by mutual agreement of the Medical Center and ONA. In the event the Medical Center does not respond timely at Step 1 or Step 2 of Section 1, then ONA may advance the grievance to the next Step by written notification to the Medical Center.

**Section 3:** Unless an extension is agreed to by the parties, any grievance which has not been assigned to an arbitrator within 180 calendar days of the date the arbitration request was filed shall be deemed withdrawn without precedent.

**Section 4:** A grievance which affects a substantial number of respiratory therapists (three or more) may initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of respiratory therapists, including probationary employees, may be filed by ONA. When a grievance is filed which affects a substantial number of respiratory therapists, ONA may choose up to three (3) respiratory therapists to attend the hearing as grievants.

**Section 5:** Grievances may be processed during working hours. Working days as used in this Article shall not include Saturdays, Sundays, or holidays. Respiratory therapists will be paid for time spent in grievance meetings, including time spent in preparation with ONA for one hour,

and time spent in the hearing. Respiratory therapists will also be paid for time spent in arbitration, when such time is spent during their scheduled work time.

**Section 6:** A grievance may be cancelled at Step 2 two times by the ONA or the respiratory therapist. ONA may proceed with the grievance without the respiratory therapist in attendance. If a grievance is cancelled at Step 2 a third time by ONA or the respiratory therapist, it is considered to be withdrawn without precedent.

**Section 7:** In the event ONA or an individual respiratory therapist is dissatisfied with the outcome of a corrective action hearing conducted by Human Resources pursuant to Article 13, Section 3, the decision may be submitted directly to arbitration by ONA.

### ARTICLE 13 – CORRECTIVE ACTION

**Section 1:** The Hospital shall have the right to take corrective action on an employee for just cause. The parties agree that communication and feedback involving performance issues are essential to providing the highest quality of patient care. If a bargaining unit employee is to attend a meeting with the respiratory therapy supervisor and such discussion could lead to corrective action, an OSRTO representative will be present upon the bargaining unit member's request.

The Hospital recognizes that Just Culture improves patient safety and the delivery of quality care by encouraging reporting of safety events, near misses, hazardous conditions and by facilitating a system-wide commitment to patient safety. Our Just Culture recognizes the inevitability of human error and takes into consideration system failures for which respiratory therapists have no control and promotes a learning environment. In the event the Hospital convenes or continues a Just Culture Steering Committee, OSRTO shall have one representative on the committee.

**Section 2:** Verbal counseling regarding general performance will be communicated prior to formal corrective action being administered. A bargaining unit member who receives a verbal counseling shall receive a written summary of the counseling from the manager. In the event a notation of written corrective action is made by the Hospital, it shall be filed in the personnel record of the bargaining unit member and the bargaining unit member shall receive a copy of the corrective action. The bargaining unit member shall be required to sign said corrective action attesting to receipt; however, the bargaining unit member's signature does not necessarily indicate agreement.

**Section 3:** The Hospital and the ONA agree that no employee covered by this Agreement shall be issued a final written reprimand, suspended, or discharged without first being given the opportunity to attend a hearing conducted by the Administrator of the Medical Center Human Resources, or designee, at which the bargaining unit member and an ONA representative may present evidence to show cause why the bargaining unit member should not be issued a final written reprimand, suspended, or discharged. The notice of the hearing and the information packet of the bargaining unit member will be received by the ONA within five (5) working days in advance of the hearing and a copy will be delivered to the OSRTO President and the affected

bargaining unit member. An ONA representative and the OSRTO President and/or designee will attend the hearing. The bargaining unit member will be excused from regular work duties with pay for the hearing.

The written decision of the hearing shall be sent to the bargaining unit member (at the bargaining unit member's home address or via email), the ONA and the OSRTO President within ten (10) working days following the hearing.

**Section 4:** It is agreed that corrective action shall be taken according to the seriousness of the offense. Prior to corrective action, verbal counseling is encouraged, as appropriate. The usual progression of corrective action will be written reprimand, final written reprimand or suspension, and discharge.

**Section 5:** The ONA and the OSRTO President will be notified within two (2) working days of any bargaining unit member that is placed on paid administrative leave.

**Section 6:** Employees covered by this Agreement will have the record of any corrective action, not otherwise expunged, removed from their personnel file after the active period of the corrective action has been exhausted provided there have been no reprimands or corrective actions for a continuous period of twelve (12) months. The above shall apply only to reprimands or corrective actions which were given to a bargaining unit member for minor offenses and which are not involved in any pending litigation, including arbitration. With regard to final written reprimands and suspensions issued by Human Resources, the record of any corrective actions, not otherwise expunged, will be removed from the bargaining unit member's personnel record provided there have been no further corrective actions, related to the infraction, for a continuous period of twenty-four (24) months.

**Section 7:** Any dispute by a bargaining unit member regarding a corrective action shall be subject to the grievance procedure as described in Article 12.

## ARTICLE 14 – HOURS

**Section 1:** The standard hours worked per week are determined by the respiratory therapist's full-time equivalency (FTE) as approved by management. The normal working schedule shall be worked in a seven (7) day period starting at 12:00 a.m. Sunday to 11:59 p.m. the following Saturday. The pattern of scheduling and assigning work, including shift rotation, weekend rotation and holiday rotation shall be determined by the Medical Center in accordance with the provisions of this Agreement. Rotation of shifts will be mutually agreed to by the respiratory therapist and the Medical Center.

**Section 2:** Scheduling periods shall be six (6) weeks at Main Campus and East Hospital, and four (4) weeks at the Pulmonary Labs. Schedules shall be posted at least fourteen (14) days prior to the beginning of the schedule. Respiratory therapists working in the pulmonary lab will be given notice of their assignment location at least fourteen (14) days prior to their scheduled shift. Assignment location may change based on unforeseen circumstances. Schedule request periods

and deadlines shall be defined and clearly communicated to staff. Schedules of all staff working in a unit will be visible to all other staff working in a unit as of the posting date. Deviations from the schedule request periods and deadlines will be shared with OSRTO and ONA at the Labor-Management Committee prior to being implemented.

#### Scheduling:

Excluding Pulmonary Diagnostic Labs, respiratory therapists shall continue to self-schedule up to their FTE on a rotational basis for the term of this Agreement. Respiratory therapists with twenty-five (25) or more years of bargaining unit seniority and all team leads shall self-schedule with the first group in the rotation. All remaining respiratory therapists shall be divided into three groups, and the order of self-scheduling will rotate with each schedule as follows:

1. A/B/C
2. B/C/A
3. C/A/B

At the conclusion of this process, IRP respiratory therapists and agency/traveler respiratory therapists may be scheduled up to their FTE.

Patient care needs are the primary driver of scheduling and assignment of hours. After considering skill mix, clinical competencies, patient acuity, and legally required job modifications and accommodations, respiratory therapists may have their schedule adjusted to balance the needs of the department. However, no bargaining unit member shall be displaced by an IRP respiratory therapist or agency/traveler respiratory therapist. The Medical Center shall make good faith efforts to adjust schedules of respiratory therapists in the final scheduling group for the scheduling period before adjusting the schedules of other respiratory therapists.

Final approval of each schedule shall be the responsibility of management.

#### Assignment of Extra Hours:

After the schedule is posted, open shifts will be posted for five (5) calendar days so that respiratory therapists may sign up for these shifts. In the event more than one respiratory therapist signs up for the same open shift, the shift will be assigned to the most senior respiratory therapist, taking into account the scheduling factors above. Assignment of open shifts will be approved and finalized at the end of the five (5) day period. At the conclusion of this process, any unassigned or available open shifts will be offered and granted on a first come, first served basis.

Shifts that become open after scheduling has occurred will be offered via text message. These shifts shall be offered on a first come, first served basis. A respiratory therapist who opts out of text messaging will waive their opportunity to be notified of these shifts.

The Medical Center will provide 30 day notice to OSRTO and ONA to meet and discuss any changes to the current scheduling process.

#### **Section 3:** Cancellation of hours:

Unless mutually agreed upon, no respiratory therapist's scheduled shift hours can be changed after the schedule is finalized. Nonetheless, if there is a need to reduce the number of respiratory therapists on a shift, then the following call off order shall apply at the site where the need arises:

1. Voluntary time off will be offered to bargaining unit members in overtime or extra hours by seniority on a rotational basis.
2. Travelers in extra hours.
3. IRPs
4. Bargaining unit members in overtime in inverse order of seniority.
5. Bargaining unit members working extra hours over their FTE in inverse order of seniority.
6. Voluntary time off will be offered to bargaining unit members working regular hours on a rotational basis.
7. Cancellation of travelers in regular hours.
8. Mandatory time off will be assigned to bargaining unit members working regular hours in inverse order of seniority on a rotational basis.

If cancellation does not occur at least one and one-half (1 ½) hours prior to the start of the shift, the respiratory therapist will be paid two (2) hours of pay at the respiratory therapist's applicable rate.

If the respiratory therapist takes voluntary time off in regular hours or is assigned mandatory time off, the respiratory therapist may, at the respiratory therapist's option, use available vacation, compensatory time or leave without pay. If the shift is unpaid, the respiratory therapist shall receive service credit for all purposes of seniority.

**Section 4: Record Keeping:** Bargaining unit members are required to submit time worked in a timely and accurate manner.

**Section 5: On-call/ Call Back:**

- On-call shall be understood as being available and ready to report to the Medical Center for work. An on-call shift shall include a start and end time.
- On-call schedules shall be posted concurrent with the schedule.
- A respiratory therapist shall have sixty (60) minutes to report to the unit once called in to work for the start of the respiratory therapist's scheduled on-call shift, but in no circumstance will a respiratory therapist be required to report to work prior to the start of the respiratory therapist's on-call shift.
- When a respiratory therapist is in an on-call status they shall be paid at the applicable rate, including call-back provisions.
- A respiratory therapist shall have a minimum of eight (8) hours off between shifts, when one such shift is a worked on-call shift.

**Section 6: Float:** If a unit has a staffing need, that unit will attempt to cover its need with its own staff. If a staffing need remains, the unit will seek volunteers from other units to float. If there are

no volunteers, a respiratory therapist may be required to float to another unit. Respiratory therapists who are required to float will be floated by inverse seniority on a rotational basis. Any respiratory therapist who floats will be paid an additional flat rate of \$2.25 an hour.

**Section 7:** All respiratory therapists who work a minimum of five (5) consecutive hours will be entitled to an uninterrupted meal period of thirty (30) minutes without pay during the first two thirds of the scheduled shift. Meal periods will be scheduled by a supervisor or designee. If a respiratory therapist believes that they will not be able to take an uninterrupted thirty (30) minute meal break, they must notify a supervisor or designee. A respiratory therapist who does not receive an uninterrupted meal period of thirty (30) minutes will clock out “no-lunch” at the end of their shift.

A respiratory therapist may be provided two fifteen (15) minute breaks during their shift based upon operational needs. Breaks may not be taken either at the beginning or at the end of the shift.

**Section 8:** Respiratory therapists will be scheduled to be off duty at least four (4) out of every six (6) weekends. Patterned weekend schedules may be determined by management. A respiratory therapist will not be scheduled any shift between 7:00 p.m. Friday and 7:00 p.m. Sunday on their off duty weekend unless mutually agreed upon.

A respiratory therapist will have worked the weekend if the respiratory therapist works or is on approved benefit time for any two (2) shifts starting between 7:00 p.m. on Friday to 7:00 p.m. on Sunday. The Medical Center will schedule weekend shifts on consecutive days. Exceptions are allowed if mutually agreed to by the respiratory therapist and the Medical Center.

**Section 9:** No respiratory therapist will be required to work more than five (5) consecutive days without a day off unless mutually agreed upon.

**Section 10:** 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 – OVERTIME

**Section 1:** Overtime: Bargaining unit members will be paid overtime compensation when they work more than 40 hours in a work week, as defined in Article 14, Section 1. Pay for hours worked in excess of 40 hours in a work week will be paid at a rate of time and one-half the regular rate of pay. The calculation of hours worked includes holiday benefit pay. Holiday premium pay hours will count toward the calculation of overtime eligibility and will be used to offset any holiday benefit pay hours used in the calculation of overtime. The calculation of hours worked excludes paid time off hours such as sick time off, vacation time off, and compensatory time off. In the event a Medical Center policy includes additional categories under “hours worked”, those categories shall also apply to bargaining unit employees.

Bargaining unit members must receive approval from a supervisor prior to working overtime.

The Medical Center may, with the agreement of ONA, offer incentives to respiratory therapists working voluntary extra hours.

**Section 2: Compensatory Time:** A bargaining unit member may elect to earn compensatory time in lieu of overtime compensation. Compensatory time will be earned on a time and one-half basis. Compensatory time must be used at a time mutually agreed upon by the member and the supervisor.

A bargaining unit member who reaches a maximum of 240 accrued hours of compensatory time will be paid for any hours that exceed that maximum in the pay period following the pay period in which the maximum was reached. Unused compensatory time will be paid at the member's current base hourly rate of pay in the following circumstances:

- A. if not taken within 365 days of being earned;
- B. upon job transfer to another department in the University;
- C. upon moving from a nonexempt position to an exempt position; or
- D. upon separation from employment.

## ARTICLE 16 – SENIORITY

**Section 1:** Unless otherwise noted “University Seniority” shall be defined as the length of time a respiratory therapist has been continuously employed calculated from the most recent date of hire by the University. “Bargaining Unit Seniority” shall be defined as the length of time a respiratory therapist has been continuously employed by the University, calculated from the respiratory therapist's date of hire into a position covered by this Agreement, provided that the respiratory therapist has successfully completed the probationary period.

**Section 2:** Seniority is broken when a respiratory therapist:

- A. Resigns, retires, or is in a position which is abolished. Respiratory therapists who are rehired within 12 months assume their previous last date of hire adjusted by subtracting the time not employed. Respiratory therapists who resign their bargaining unit position but remain University employees may return to a bargaining unit position and assume their accrued seniority, less the time they were not employed in the bargaining unit.
- B. Is terminated for cause.
- C. Is absent without notice for three (3) consecutive working days unless the failure to give notice is for cause beyond the respiratory therapist's control.
- D. Fails to report to work at the expiration of a leave of absence without prior notice and for reasonable cause.

**Section 3:** The Medical Center will make a current seniority list available in each unit. A notice of the availability of the seniority list will be posted in each area where bargaining unit members are scheduled to work.

**Section 4:** If the Medical Center determines to abolish respiratory therapist positions in any service area, the Medical Center will continue to make reasonable effort to avoid such abolishment, not to exclude reassignment to duties outside their service area. In any event, the Medical Center will meet with the Union to discuss alternatives to minimize the anticipated reduction in force. If the Medical Center and the Union cannot identify any alternatives, the following process will be followed:

- A. Respiratory therapists with the least Bargaining Unit Seniority in the service area will be abolished in the inverse order of seniority.
- B. Displaced respiratory therapists will first be placed in a vacant posted position provided they have the ability to perform the work after an appropriate orientation. If more than one vacancy exists for which the displaced respiratory therapist has the ability to perform the work after an appropriate orientation, the respiratory therapist has the option of applying for any available vacancy.
- C. If there are no vacancies, the respiratory therapists may displace a Traveler or IRP and assume that role on the same terms as the displaced Traveler or IRP.
- D. For the purpose of this Section the following areas shall be considered a service area:

Main Campus  
Pulmonary Lab  
East Hospital

**Section 5:** If a respiratory therapist is involuntarily terminated under Section 4 of this Article, the respiratory therapist shall be eligible for severance pay in accordance with Policy 2.40 – Staff Severance Program.

**Section 6:** Should the Medical Center decide to fill a vacant position covered by this agreement, the position shall be posted at least one (1) calendar week before being permanently filled. Promotional opportunities within the bargaining unit will be emailed to members of the bargaining unit at least one (1) calendar week before being permanently filled. The Medical Center may interview any candidate for any posted position but shall guarantee interviews to the three most senior qualified bargaining unit member applicants.

## ARTICLE 17 – SICK LEAVE

**Section 1:** Sick leave credit shall be earned by respiratory therapists on a biweekly basis at the rate of 4.6 hours for each eighty (80) hours of service. Part-time respiratory therapists shall

accrue sick leave on a pro rata basis. Respiratory therapists shall accumulate sick leave to an unlimited maximum.

**Section 2:** Respiratory therapists may use sick leave for the following reasons:

- A. Absence from work due to a personal illness or injury of the respiratory therapist.
- B. Absence from work due to an illness or injury in the respiratory therapist's immediate family requiring the care of the staff member.
- C. Absence from work due to a death in the respiratory therapist's immediate family. The amount of sick leave days granted shall be five (5) consecutive days, including the day of the funeral. When additional time is required or there are other extenuating circumstances which may include the use of non-consecutive days, approval may be granted.
- D. Medical, dental, or optical examination or treatment of the respiratory therapist or member of the immediate family.
- E. When, through exposure to a contagious disease, either the health of the respiratory therapist would be jeopardized, or the respiratory therapist's presence on the job would jeopardize the health of others.
- F. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and the recovery there from shall be considered as illness and qualify for sick leave benefits.
- G. Immediate family for purposes of this Section shall include spouse; domestic partner; mother; father; sister; brother; biological, adopted or foster child; stepchild; legal ward; grandparent; grandchild; mother-in-law; father-in-law; sister-in-law; brother-in-law; daughter-in-law; son-in-law; grandparent-in-law; grandchild-in-law; or corresponding relatives of the employee's partner; other persons for whom the employee is legally responsible; individual who stood in loco parentis to an employee when the employee was a child; and a child of a person standing in loco parentis to the child who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

**Section 3:** A respiratory therapist who becomes eligible for Workers Compensation payments for loss of time may choose to use sick leave before such payments are made.

**Section 4:** Upon retiring from active state employment after ten (10) or more years with a State of Ohio agency(s) or political subdivisions, a respiratory therapist may elect to be paid for one-fourth (1/4) of the accrued but unused sick leave credit, up to a maximum of 240 hours. This payment will be based upon the respiratory therapist's rate of pay at the time of retirement. This one-time payout of sick leave eliminates all accrued sick leave on record.

## ARTICLE 18 – LEAVES OF ABSENCE

**Section 1: Unpaid Leave:** The University will provide unpaid leave benefits for Bargaining Unit members in accordance with Policy 6.45 – Unpaid Leave.

**Section 2: Military Reserve/Service Leave:** Respiratory therapists who are members of any military reserve or service component of the armed forces of the United States are entitled to leave of absence without loss of pay for such time as provided by federal and state law. The Medical Center shall comply with all applicable State and Federal statutes and regulations relating to leave and employment rights relating to Military Reserve and/or Service members.

**Section 3: Jury Duty Leave:** Respiratory therapists required to serve on jury duty on any regularly scheduled work day shall be excused for the days on which they serve without loss of pay. For a respiratory therapist whose normal scheduled working hours are other than first shift, the supervisor should change the individual's shift to first shift, or to hours that coincide with the jury duty daily assignment. Time spent on jury duty shall be paid and will not limit accrual of seniority under this Agreement.

**Section 4: Court Leave:** Court leave with pay will be granted to any respiratory therapist who is summoned or subpoenaed to appear before any court, any duly authorized federal, state, or local government body or is a witness in an arbitration hearing. Respiratory therapists who are required to appear before a court or other legally constituted body in a matter in which they are a party will elect and may be granted vacation time, compensatory time or leave of absence without pay.

**Section 5: Illness, Injury, Pregnancy Leave:** All respiratory therapists shall, in cases of illness, injury, or pregnancy related disability, be granted a leave of absence upon written request supported by medical evidence satisfactory to the Hospitals, for the period of disability, not to exceed six (6) months. If the duration of the need for leave exceeds six (6) months, the respiratory therapist may apply for an extension of the leave, subject to the approval of the Medical Center. Such leave is terminated automatically when the respiratory therapist is placed upon total and permanent disability or when the respiratory therapist is capable of returning to work as certified by the treating physician.

**Section 6: Family Medical Leave:** Family leave and leave as an accommodation will be provided in accordance with applicable law and Policy 6.05 - Family Medical Leave.

**Section 7:** In the event of an emergency that prevents an employee from reporting to work, employees may request use of unscheduled benefit time without going through established approval processes. Such requests shall not be unreasonably denied. In determining whether to approve or deny the request, the manager may consider the following:

- the respiratory therapist makes the request as promptly as possible.
- the respiratory therapist provides a reasonable excuse for the request.

- the respiratory therapist provides supporting documentation as requested and if available
- the respiratory therapist does not have a pattern of unsatisfactory attendance or a history of making such requests.

## ARTICLE 19 – HOLIDAYS

**Section 1:** Respiratory Therapists are entitled to the following holidays:

New Year's Day	January 1*
Martin Luther King Day	3rd Monday in January
President's Day	December 24*
Memorial Day	Last Monday in May
Juneteenth Day	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Veteran's Day **	November 11*
Thanksgiving Day	4th Thursday in November
Columbus Day	Observed Friday after Thanksgiving
Christmas Day	December 25*

\*In the event a holiday occurs on a Saturday, the holiday benefit pay date will be observed on the preceding Friday. In the event a holiday occurs on a Sunday, the holiday benefit pay date will be observed on the following Monday. When December 25 occurs on a Saturday, Presidents Day will be observed on December 23. When December 25 occurs on a Monday, Presidents Day will be observed on December 26.

\*\* Veterans shall have preference for not working Veterans Day if they so choose.

Any additional holidays observed by the University and/or the Hospitals shall apply to respiratory therapists.

**Section 2:** By action of its Board of Trustees and pursuant to provisions of the Ohio Revised Code, the University reserves the right to observe President's Day and Columbus Day at other times than indicated above when operational reasons make such a change advisable.

**Section 3:** Holidays shall be scheduled among full-time and part-time respiratory therapists as equitably as staffing needs permit. All respiratory therapists shall be scheduled off at least one (1) of Thanksgiving Day or Christmas Day, unless mutually agreed upon.

## ARTICLE 20 – VACATIONS

**Section 1:** Respiratory therapists covered by this Agreement shall be entitled to vacations with pay on and after their anniversary dates in accordance with the following schedule:

Years of Service*	time accrual factor	Total Annual Vacation
0 to 36 months (0 to 3 years)	.0462 per hour	96 hours (12 days)
37 to 120 months (3+ to 10 years)	.0577 per hour	120 hours (15 days)
121 to 288 months (10+ to 24 years)	.0847 per hour	176 hours (22 days)
289+ months (24+ years)	.0962 per hour	200 hours (25 days)

\*“Years of Service” shall be “State Service” as said term is defined in Section 124.01 (B) of the Ohio Revised Code.

**Section 2:** Respiratory therapists are permitted to use vacation time upon accrual and vacation time off shall be scheduled in accordance with the operational needs of the department subject to approval by the Respiratory Therapy Supervisor. Vacations shall be scheduled among full-time and part-time respiratory therapists as equitably as staffing needs permit. The Medical Center will communicate to all bargaining unit members the minimum number of hours that will be available to respiratory therapists per unit per week.

**Section 3:** A respiratory therapist may accumulate vacation up to a maximum of 240 hours on the respiratory therapist’s anniversary date. Part-time respiratory therapists shall accrue vacation on a pro rata basis.

A respiratory therapist may submit a written appeal to the Medical Center’s Director of Employee and Labor Relations or designee when a respiratory therapist has vacation hours eliminated under this section. The appeal shall specify the reason(s) why the respiratory therapist seeks to have eliminated hours restored to the respiratory therapist’s vacation balance. The Director or designee shall, in their discretion, decide whether the respiratory therapist’s balance was eliminated due to the respiratory therapist’s inability to use the eliminated hours because the operational needs of the Medical Center reasonably precluded the respiratory therapist’s use of these hours. The Administrator shall have the discretion to grant or not grant the respiratory therapist’s appeal and their decision shall not be subject to review or appeal under Article 12 of this Agreement, and shall not be otherwise reviewable or appealable. A respiratory therapist may have their eliminated hours restored pursuant to this section one time during the term of their employment.

**Section 4:** Requests for vacation shall be submitted to the appropriate supervisor for approval no earlier than the first day of the month that is four months prior to the first vacation day (i.e. vacation beginning in the month of May may be requested beginning January 1). Vacation time off need not be accrued at the time of request; however, the respiratory therapist must be able to accrue the total amount of vacation being requested prior to the first requested day off. Such requests shall be approved or disapproved no later than fourteen (14) days of receipt.

**Section 5:** All scheduled vacations of respiratory therapists shall be visible to all other respiratory therapists in the bargaining unit.

**Section 6:** Requests made during the first five (5) calendar days of the month shall be approved or denied on the basis of bargaining unit seniority. Requests made after the first five (5) calendar days of the month shall be approved on a first come, first served basis.

**Section 7:** If two (2) or more respiratory therapists have the same bargaining unit seniority, then University seniority shall be the determining date.

## ARTICLE 21 – WAGES

**Section 1:** Pay Ranges. Effective the pay period that includes September 1, 2024, all bargaining unit members shall be compensated at a base rate of pay within the pay ranges below. Members whose current rate of pay is below the pay range minimum for their classification will have their base rate of pay increased to the pay range minimum.

Title	Min	Max
Respiratory Therapist 2	\$28.80	\$43.20
Respiratory Therapist 4	\$34.50	\$51.70

Equity Increases: Effective the pay period that includes September 1, 2024, members may receive an equity adjustment to their base rate of pay based on their years of prior relevant experience.

The above pay range minimums and maximums will be increased by 2% each year of this Agreement.

**Section 2:** Upon hire into the bargaining unit, a respiratory therapist's starting wage will be established based on the respiratory therapist's relevant internal and external experience as compared with existing respiratory therapists. The Medical Center agrees that no newly hired respiratory therapist will earn a base hourly wage rate that is greater than the base hourly wage rate of an existing respiratory therapist with the same relevant internal and external experience, provided that the existing respiratory therapist had at least an "achieves" or equivalent rating on their most recent performance evaluation.

### **Section 3:** Merit Increases

- A. Effective the pay period that includes September 1, 2024, all respiratory therapists shall participate in the Medical Center's annual performance review process:

A respiratory therapist shall be eligible for merit-based increases to their base rate of pay in accordance with the following schedule:

Rating on P3	Percent Increase
Does Not Achieve:	0%
Achieves:	2%
Excels:	2.5%

For performance years 2025 and 2026, ratings will be conducted on a four point scale with merit increases between 0 and 2.5% (0%, 1%, 2%, 2.5%).

Any increase resulting from the application of the foregoing shall be incorporated into the bargaining unit member's base rate of pay no later than the pay period that includes September 1 of the performance evaluation year.

- B. Members whose base rate of pay is at or above the maximum of their pay range at the time of the increase will receive a one-time lump sum payment in lieu of a base rate of pay increase. Lump sum payments will be based on the maximum of the member's pay range and subject to a member's FTE and applicable withholdings.
- C. Should a base pay increase cause a member's base rate of pay to reach or exceed the maximum of the pay range, that member's base rate of pay will be increased to the maximum of the pay range and the member will receive the remainder in a one-time lump sum payment subject to a member's FTE and applicable withholdings.

Bargaining unit members must have a hire date prior to April 1<sup>st</sup> to be eligible for that year's merit increase under A of this section.

**Section 4:** Effective the pay periods that include September 1, 2025 and September 1, 2026 bargaining unit members will receive a 1% market increase added to their base hourly wage.

**Section 5:** Shift differential. A respiratory therapist shall receive a shift differential of fifteen percent (15%) of the respiratory therapist's base pay for all hours worked from 3:00pm to 8:00am. Shift differential will be paid to a respiratory therapist provided the respiratory therapist has worked a minimum of four (4) consecutive hours between 3:00pm and 8:00am.

**Section 6:** Weekend Differential. For purposes of this section only, a respiratory therapist who works between the hours of 11:00pm Friday and 11:30pm Sunday shall receive a weekend differential of \$2.25 per hour and shift differential if applicable.

**Section 7:** On-Call/ Call Back Pay. When a respiratory therapist is in an on-call status, the respiratory therapist shall receive three dollars and fifty cents (\$3.50) per hour for each hour the respiratory therapist remains in this status. When a respiratory therapist is on-call and required to report to work they shall be paid for a minimum of four (4) hours at the applicable rate of pay.

**Section 8:** Holiday Pay. The University will provide holiday benefits for respiratory therapists in accordance with Policy 6.20 – Holidays.

**Section 9:** Charge Differential. A respiratory therapist who is selected and assigned charge respiratory therapist responsibilities by management shall receive a charge differential of three dollars (\$3.00) per hour. Charge differential shall be in addition to other applicable differentials or premiums, if any.

**Section 10:** Respiratory therapists who have an active, recognized specialty certification, shall receive a differential of two and one half percent (2.5%) of their base salary, provided they have presented evidence of such certification to respiratory therapy management via email. Recognized specialty certifications shall be limited to professional certifications as determined

by the Medical Center. The certification differential will be applied as of the certification effective date, not to exceed three (3) months retroactive to the date submitted to management. The respiratory therapist is responsible for verifying that the differential is paid within two (2) pay periods after submission of the new certification. For certification renewals, the respiratory therapist is responsible for verifying any overlap period and for verifying that the differential is paid within two (2) pay periods after the effective date of the renewed certification. No retroactive certification pay will be granted to a respiratory therapist who does not verify that the certification has been paid.

Respiratory therapists who have more than one recognized specialty certification may receive a second differential of two and one half percent (2.5%) for a total of five percent (5%) in accordance with the provisions above.

**Section 11:** Respiratory therapists covered by this Agreement shall be eligible to participate in the Clinical Ladder program established by the Medical Center. Upon thirty (30) days written notice to the ONA, the Medical Center may make such modification to the program as it deems advisable. As part of the program, the Medical Center agrees to an annual lump sum payment equal to five percent (5%) of their base pay prorated by FTE for Level II, and an additional two and one half percent (2.5%) of their base pay prorated by FTE for Level III (for a total lump sum payment of seven and one half percent (7.5%)). The Clinical Ladder program and no dispute arising from the implementation or administration of the program shall be subject to the grievance and arbitration provisions of the OSRTO collective bargaining agreement, except that a denial of promotion or demotion may be grieved. Should such a grievance be arbitrated, then notwithstanding the provisions of Article 12 of the OSRTO collective bargaining agreement, the arbitrator shall have no authority to reverse or modify the decision of the Clinical Ladder Committee unless the decision of the Committee is plainly wrong, demonstrably arbitrary or capricious, or is the result of fraud.

**Section 12:** Bonus Programs: Periodically, the Medical Center as a whole, or as individual departments and areas, provides bonus payments to non-bargaining unit employees. These bonus programs are based on a variety of criteria, which can include: quality, patient experience, financial or other operational reasons. Bargaining unit members may be eligible for and issued Medical Center bonus payments solely at the discretion of the Medical Center. No dispute arising from the implementation or administration of any Medical Center bonus program shall be subject to the grievance or arbitration provisions of this agreement, except for instances where the program has not been applied according to its documented design. Nothing in this agreement provides a guarantee that bargaining unit members will be included in any specific bonus program.

## ARTICLE 22 – INSURANCE

**Section 1:** The University will provide group health benefits to bargaining unit members on the same basis as such benefits are provided to all other non-bargaining unit staff at the University.

Bargaining unit members who choose to participate in all or any part of the University-wide program of insurance benefits shall pay the employee's share of premiums, deductibles and other costs as established by the University.

**Section 2:** During the life of this Agreement the University will provide professional liability insurance in accordance with its announced policies.

**Section 3:** In the event the University improves or adds to the existing insurance program, such improvements or additions will be made applicable to the bargaining unit members covered by this Agreement. During the term of this Agreement, should the University consider changes in the area of employee health benefits, the University agrees to meet and discuss the contemplated changes with the ONA prior to the effective date of the change.

**Section 4:** If the University declares an insurance premium holiday, it shall also apply to bargaining unit members covered by this Agreement.

#### ARTICLE 23 – NO STRIKE/NO LOCKOUT

**Section 1:** During the term of this Agreement, there shall be no lockout by the University and neither the Union, or any of its officers, members, representatives, or agents, or any employee subject to this agreement, shall authorize, encourage, cause, support, instigate, tolerate, condone, sanction, participate or engage in any work stoppage, curtailment of work activities, strike, sympathy strike, slowdown, or boycott, or any other action that will interfere with the operations of the University.

**Section 2:** In the event a respiratory therapist violates this Article, the University may discipline that respiratory therapist and such discipline is subject to the grievance and arbitration provisions of this Agreement. In any grievance or arbitration proceeding thereafter initiated by the ONA, the sole issue shall be whether the respiratory therapist violated this Article.

#### ARTICLE 24 – DURATION

**Section 1:** This Agreement, effective July 1, 2024 shall continue in full force and effect until midnight June 30, 2027 and thereafter from year to year unless either party gives sixty (60) days' written notice prior to June 30, 2027 or any yearly anniversary date thereafter to terminate the Agreement. Changes in the Agreement can only be made by mutual agreement of the parties and any such changes must be reduced to writing and signed by both parties.

#### ARTICLE 25 – ALTERATION OF AGREEMENT AND WAIVER

**Section 1:** No agreement, alteration, waiver or modification of any of the terms and conditions contained herein shall be made by any employee covered by this Agreement, and no such

amendment or revision of any of the terms and conditions contained herein shall be binding upon the parties hereto unless executed by the parties hereto.

## ARTICLE 26 – SAFE STAFFING

**Section 1: Staffing:** The Medical Center and ONA agree that quality patient care is the parties' most important priority and staffing levels should permit the delivery of safe, transformative patient care. The Medical Center shall continue to utilize a time standard based staffing plan based on the American Association for Respiratory Care (AARC) guidelines that provide adequate, appropriate, and quality delivery of health care services and protect patient safety. The parties agree that patient care needs and safety are the primary drivers when creating assignments. Staffing levels may increase or decrease within a unit, within a shift, or overall depending on changes in patient volume and/or acuity, emergencies, unforeseen events, and/or unanticipated changes in staff resources.

Staffing guidelines shall be electronically accessible to all respiratory therapists.

**Section 2: Staffing Committee:** The parties also agree that the health care delivery model is evolving and significant changes in health care policy, legislation, value-based care, and/or technological advances could necessitate staffing changes. Accordingly, the parties will establish a quarterly Staffing Committee to discuss staffing-related issues such as issues pertaining to respiratory therapy staffing levels and the time standard based model. Participants shall consist of: Two OSRTO Officers (or designees), ONA Staff Representative, and up to three (3) additional bargaining unit members, no more than one (1) from each service area, selected by the OSRTO, and Medical Center Representatives, including respiratory therapy leadership.

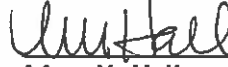


This Agreement is approved and signed by the following:

Ohio Nurses Association

  
Philip Bloomer  
7/24/24  
Date

The Ohio State University

  
Mary K. Hall  
7/24/24  
Date

Gina Fabregas  
Julie Barnes  
Lyndsey Dye  
Dom Tiberio  
Tara Paine  
Justin Forbush  
Paul Gibney

David Simpson  
Erika Pearsol-Christie  
Andrea Yagodich  
Ryan Bellomy  
Sara Aguilar  
Jeff Hunter  
Jenn Emmert  
Alan Strickland  
Kristie Henneman  
Molly Hanrahan  
Meagan Paskins  
Jim Koussaie  
Darius Smith

## **Memorandum of Understanding Super Seniority Holidays**

This Memorandum of Understanding (hereafter referred to as “MOU”) is entered into by the Ohio Nurses Association and Ohio State Respiratory Therapist Organization (“OSRTO”) - hereafter collectively referred to as “Union”, and The Ohio State University Wexner Medical Center (hereafter referred to as “Employer” or “OSUWMC”). The purpose of this MOU is to address the Super Seniority scheduling practice for holidays.

By executing this document, the parties agree that:

1. Bargaining Unit Members with more than 25 years of service as a Respiratory Therapist at OSUWMC shall not be scheduled to work any holiday recognized by the University. The individual respiratory therapist can sign up and work a holiday if they desire.
2. This MOU supersedes any previous agreements, policy or guidance regarding this subject.
3. This MOU represents the full and complete understanding of the Parties concerning this matter. In consideration of the above, the Union, hereby fully and completely release and discharge the University and its officers, directors, trustees, employees, agents, successors, assigns and all persons and entities acting in concert with them or any of them, personally and in their official capacities, and in any other capacity, of and from all grievances, arbitrations, unfair labor practice charges, attorney fees and demands whatsoever, which they may have or could claim or assert against the University concerning the matter addressed herein.
4. The Parties declare that each has carefully read this MOU, that each has reviewed its terms with each Party's respective representatives, and that each agrees to it for the purpose of making a full and final resolution and release of the matters contained herein.
5. This MOU is a one-time only arrangement, applies only to this situation, and shall not be construed as precedent setting for how any other matters will be handled by the parties.
6. This agreement will sunset with the expiration of the initial Collective Bargaining Agreement between the parties, effective July 1, 2024 through June 30, 2027.

**MEMORANDUM OF UNDERSTANDING**  
**Pulmonary Diagnostic Labs Assignment Procedures**

ONA/OSRTO and the Medical Center agree that the Pulmonary Diagnostic Labs will trial the ABC/BCA/CAB rotation outlined in Article 14 of the Collective Bargaining Agreement for assignments to Pulmonary Diagnostic Lab locations.

1. Management and the impacted Respiratory Therapists (RT) will meet to discuss placement in the rotation (i.e. who is group A,B,C)
2. Once the groups are established, the RTs will select their lab assignments on a rotational basis (schedules -i.e. days of the week- shall continue as presently established).
3. If this assignment process does not work, with thirty (30) days' notice by either party, ONA/OSRTO and the Medical Center will meet with representatives from the Pulmonary Diagnostic Labs to create an efficient and effective assignment process.
4. This assignment process may be a topic at LMC.
5. This Agreement does not set a precedent for how other similar situations will be handled by the parties.

## **Memorandum of Understanding Incentive Pay**

The purpose of the Memorandum of Understanding (MOU) is to encourage bargaining unit members to work additional hours to meet staffing demands. In order to meet staffing demands the Medical Center may offer the following incentive option:

1. Incentive Pay (IP) - when staffing is 20% below the minimum staffing levels established in the time standard based staffing plan or when management determines that incentive pay is otherwise appropriate:
  - A. Such IP may be offered to qualified bargaining unit members in four (4) hour blocks and in accordance with the process articulated in Article 14, Section 2 (assignment of extra hours) of the collective bargaining agreement.
  - B. Eligible staff will be paid \$100.00 for each four (4) hour IP block worked.
  - C. A bargaining unit member who calls off regular hours shall not be eligible for incentive pay for hours equal to the number of regular hours called off during a biweekly pay period.
2. This MOU does not establish a precedent for how similar matters will be addressed in the future.
3. The incentive program will remain in effect until the current collective bargaining agreement expires.



