

AGREEMENT

BETWEEN

THE OHIO NURSES ASSOCIATION/AFT, AFL-CIO

AND

THE OHIO STATE UNIVERSITY

July 15, 2024

through

June 30, 2026

TABLE OF CONTENTS

	Page
ARTICLE 1: RECOGNITION	1
ARTICLE 2: SEVERABILITY	2
ARTICLE 3: ONA DUES DEDUCTION.....	2
ARTICLE 4: ASSOCIATION ACTIVITY.....	3
ARTICLE 5: MANAGER'S RIGHTS.....	4
ARTICLE 6: LABOR MANAGEMENT COMMITTEE.....	4
ARTICLE 7: EDUCATIONAL PROGRAM.....	6
ARTICLE 8: ORIENTATION.....	7
ARTICLE 9: PROBATIONARY PERIOD.....	7
ARTICLE 10: EMPLOYMENT.....	7
ARTICLE 11: NON-DISCRIMINATION.....	8
ARTICLE 12: GRIEVANCE PROCEDURE.....	8
ARTICLE 13: CORRECTIVE ACTION.....	10
ARTICLE 14: HOURS.....	12
ARTICLE 15: OVERTIME.....	15
ARTICLE 16: SENIORITY.....	16
ARTICLE 17: SICK LEAVE.....	18
ARTICLE 18: LEAVES OF ABSCENCE.....	19
ARTICLE 19: HOLIDAYS.....	20
ARTICLE 20: VACATIONS.....	21
ARTICLE 21: WAGES.....	23
ARTICLE 22: INSURANCE.....	25
ARTICLE 23: NO STRIKE/NO LOCKOUT.....	26
ARTICLE 24: DURATION.....	26
ARTICLE 25: ALTERATION OF AGREEMENT AND WAIVER.....	26
SIGNATURE PAGE.....	27
MEMORANDUM OF UNDERSTANDING: PRECEPTOR PROGRAM AND APPLICABLE PAY.....	28
MEMORANDUM OF UNDERSTANDING: INCENTIVE PAY.....	29

ARTICLE 1 – RECOGNITION

Section 1: This agreement is made and entered into this 15th day of July, 2024, by and between the Ohio Nurses Association, hereinafter referred to as “ONA,” the Local Units: Main Campus - Ohio Surgical Technologists Association, hereinafter referred to as “OSTA,” Ambulatory Sites - OSC Surgical Technologists, hereinafter referred to as “OSCST,” OSU East Hospital - OSU East Scrubs, hereinafter referred to as “OSUES,” and 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 surgical technologists and Hospitals and perioperative administration.

Section 3: The employee group covered by this Agreement includes all Surgical Technologists, including, but not limited to, Surgical Technologist Leads, Surgical Technological First Assists, and Surgical Technologist Educators employed by The Ohio State University at:

its Main Campus locations.	This includes the following: University Hospital, which includes: Labor and Delivery, Same Day Surgery, Endoscopy and Main O.R.; the James Cancer Center, including the James Outpatient Care; and the Ross Heart Hospital.
its Ambulatory locations.	This includes the following: Outpatient Care New Albany; Outpatient Care Dublin; Eye and Ear Institute; and the Jameson Crane Sports Medicine Institute.
OSU East Hospital	Including all Surgical Technologists in the building.

All management level employees and supervisors as defined in R.C. 4117.01, 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 “surgical technologists.”

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) surgical technologists shall only be used to supplement and not to replace surgical technologists covered under this Agreement.

Section 7: The surgical technologists and other members of the perioperative/procedural teams coordinate their efforts to work together to facilitate successful surgeries for the patient. Each team member performs their specific roles and duties with high standards, to create an

atmosphere that benefits the patient's safety, privacy, and care. Each team member is highly trained in their field of expertise. The Medical Center will continue to recruit and retain surgical technologists as vital members of the surgical team.

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 local unit dues in whatever sum is authorized by ONA from the pay of surgical technologists 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 surgical technologist who signed the authorization. If the surgical technologist 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 surgical technologists 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, surgical technologist managers, and surgical technologist 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:

Main	OSTA may designate up to five (5)
Ambulatory	OSCST may designate up to three (3)
East	OSUES may designate up to three (3)

Each local may designate surgical technologists from the bargaining unit to serve on the ONA negotiating committee (in accordance with the chart above). The designated surgical technologists will be granted leave of absence with pay for the hours when a bargaining session is held but in no event will a surgical technologist be paid more than the number of hours for which the surgical technologist is usually scheduled. ONA Negotiating Committee members will be scheduled on the day shift each day of negotiations and automatically be excused to attend negotiating sessions. ONA Negotiating Committee members shall not be scheduled to work the night shift on the day preceding scheduled negotiations.

Section 3: Where there are bulletin boards for Medical Center 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 each area where bargaining unit members are scheduled to work. A list of bulletin boards shall be agreed upon by ONA and the Medical Center.

Section 4: The ONA, through the local unit chair/president or officers, will have access to bargaining unit employees' mailboxes upon prior notification to the appropriate unit supervisor.

Section 5: The Medical Center will provide a thirty (30) minute period of paid time during the first two weeks of employment for the ONA designee to meet with a newly hired bargaining unit member to discuss the parties' rights and obligations under the Agreement. The meeting shall be held during normal working hours at a time mutually agreed upon between the Medical Center and the ONA.

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 the 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 unless mutually agreed upon by the parties in advance;
 - 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 the basic agreement.

Section 2: The Labor Management Committee will meet as a combined meeting with representatives of all three surgical technologists bargaining units 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: Officers of OSTA, OSCST, and OSUES; ONA Staff Representative(s); 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: The parties agree that teamwork is an essential part of the surgical environment to provide a seamless, safe and efficient surgical experience with a positive patient outcome. As an essential member of the surgical team, Surgical Technologists have an equal voice and are encouraged to speak up to advocate for the best patient outcomes.

In the event a condition arises where a surgical technologist or surgical technologists have concern regarding patient care, staffing or patient safety, this concern shall be communicated to the immediate manager for possible alternative solutions. Established channels will be utilized for communication and problem solving. Management is committed to consider information received from all sources in relation to effectively meet patient care requirements.

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 surgical technologist'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 (2) 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 unit director. 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 surgical technologist's manager at least thirty (30) calendar days in advance of the date of the conference, seminar or external educational program. The unit director may cancel an approved professional leave if, in the opinion of the unit director, operational needs require. If professional leave is cancelled by the

unit director, the Medical Center 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 surgical technologists 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, lead, educator, and/or surgical technologist's manager. Orientation requirements may be modified by the surgical technologist administration at the request of the surgical technologist, preceptor, or the surgical technologist's manager depending upon the education, experience and demonstrative clinical competence of the surgical technologist.

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) calendar months of their employment. In the event a probationary surgical technologist has a performance issue, the surgical technologist may request the presence of an OSTA/OSCST/OSUES representative at a meeting with their surgical technologist 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 surgical technologists 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 Medical Center 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 Medical Center 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 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 surgical technologist, or between the Medical Center and multiple surgical technologists, 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 surgical technologist having a grievance may present it in writing to the surgical technologist's manager, either alone or accompanied by a representative of ONA. Any such grievance shall be presented within ten (10) working days after the surgical technologist 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 surgical technologist. The surgical technologist's manager, or

other designee, shall give the surgical technologist 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 surgical technologists (three or more) may initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of surgical technologists, including probationary employees, may be filed by ONA. When a grievance is filed which affects a substantial number of surgical technologists, ONA may choose up to three (3) surgical technologists 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. Surgical technologists 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. Surgical technologists 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 surgical technologist. ONA may proceed with the grievance without the surgical technologist in attendance. If a grievance is cancelled at Step 2 a third time by ONA or the surgical technologist, it is considered to be withdrawn without precedent.

Section 7: In the event ONA or an individual surgical technologist 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 Medical Center 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 surgical technologist's manager and such discussion could lead to corrective action, a local unit representative will be present upon the bargaining unit member's request.

The Medical Center 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 surgical technologists have no control and promotes a learning environment. In the event the Medical Center convene or continue a Just Culture Steering Committee, OSTA, OSCST, and OSUES 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 Medical Center, 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 Medical Center 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 a 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 local unit chair/president and the affected bargaining unit member. An ONA representative and the local unit chair/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 local unit chair/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 local unit chair/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 surgical technologist's full-time equivalency 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. The Medical Center shall not schedule any surgical technologist to rotate more than two (2) different shifts in any scheduling period. A surgical technologist shall have at least sixteen (16) consecutive hours off duty during the transition from the completion of working one (1) shift to the starting time of a different shift. Exceptions are allowed if mutually agreed to by the surgical technologist and the Medical Center.

Section 2: Scheduling periods shall be four (4) weeks at Main Campus, and six (6) weeks at all Ambulatory Sites and OSU East Hospital. The Medical Center will provide a 30 day notice to the Local Unit(s) and ONA to meet and discuss any changes to the current scheduling periods.

Section 3: Schedules shall be posted at least fourteen (14) days prior to the beginning of the scheduling period. 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. In departments that have surgical technologist scheduling representatives, requests will be visible to surgical technologist scheduling representatives as soon as schedule requests are closed. Deviations from the schedule request periods and deadlines will be shared with the Local Unit at least thirty (30) days prior to being implemented. However, the Medical Center may post an expanded schedule that includes Thanksgiving and Christmas.

Schedule build:

Patient care needs are the primary driver of scheduling and assignment of hours. After considering skill mix, clinical competencies, patient acuity, benefit and off unit time, legally

required job modifications and accommodations, and contractual obligations, surgical technologists shall be scheduled up to their FTE. Surgical technologists giving consent to be assigned mutually agreed additional hours may be scheduled up to forty (40) hours per week. The Medical Center will make a good faith effort to schedule regular staff surgical technologists for whom the scheduling of additional hours would not result in overtime hours in accordance with the written requests of such surgical technologists.

At Main Campus, in the event that more than one surgical technologist requests the same scheduled hours, the hours will be assigned to the most senior surgical technologist.

At Ambulatory Sites and OSU East Hospital, surgical technologists shall request hours by rotation. The surgical technologist who is first on the scheduling rotation list shall move to the bottom of the list for the next six (6) week schedule. When a surgical technologist completes orientation, they will be added to the bottom of the scheduling rotation list.

Surgical technologists shall be given priority over IRP and Travelers in the schedule build process when operationally feasible.

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

Post-schedule build – Unassigned hours process:

After the initial schedule is posted, unassigned hours will be posted for seven (7) calendar days so that surgical technologists may sign up for extra hours.

At Main Campus, in the event more than one surgical technologist signs up for the same unassigned hours, the hours will be assigned to the most senior surgical technologist, taking into account the scheduling factors above. Unassigned or available hours will be posted and offered to bargaining unit members for the first four (4) calendar days of the seven (7) day period. Assignment of extra hours will be approved and finalized at the end of the seven (7) day period.

At Ambulatory Sites and OSU East Hospital, unassigned or available hours will be posted and offered to bargaining unit members on a first come, first served basis for the first four (4) calendar days of the seven (7) day period. Taking into account the scheduling factors above, assignment of extra hours will be approved and finalized at the end of the seven (7) day period.

No bargaining unit member shall be displaced by an IRP surgical technologist or agency/traveler surgical technologist.

Beginning with the first day of the scheduling period any unassigned or available hours will be offered and granted on a first come, first served basis.

When extra hours work is offered via text message, a surgical technologist who opts out of text messaging will waive their opportunity to be notified of extra hours.

Section 4: Cancellation of hours:

Unless mutually agreed upon, no surgical technologist's scheduled shift hours can be changed after the schedule is finalized. Nonetheless, if there is a need to reduce the number of surgical technologists on a shift, after taking into account the scheduling factors above, and based on operational needs, the following cancellation of hours process shall apply:

1. Voluntary time off will be offered to bargaining unit members by seniority on a rotational basis, except that voluntary time off on holiday premium pay will be offered in order of seniority.
2. Travelers in extra hours
3. IRP
4. Surgical Technologists in overtime in inverse order of seniority.
5. Surgical Technologists in extra hours in inverse order of seniority.
6. Travelers in regular hours
7. Mandatory time off will be assigned to surgical technologists 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 surgical technologist will be paid two (2) hours of pay at the surgical technologist's applicable rate.

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

Section 5: Record Keeping: Bargaining unit members are required to submit time worked in a timely and accurate manner.

Section 6: 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. It is not the intent to use on-call as a scheduling tool to cover holes in the schedule or to circumvent the need to hire staff to fill vacancies. It is not the intent to use on-call to schedule below the unit's planned staffing level.
- A surgical technologist shall report to the unit within the time designated by the unit policy once called in to work for the start of the surgical technologist's scheduled on-call shift.
- On-call hours shall be paid at the applicable rate, including call-back provisions.
- A surgical technologist shall have a minimum of eight (8) hours off between shifts, when one such shift is a worked on-call shift.

Section 7: Unit-by Unit On-Call Policy: Procedures may be developed on a unit by unit basis for those units that have on-call, and shall govern the process by which on-call is administered.

A. Each unit will meet and determine procedures by majority consensus of sixty-five percent (65%) of those bargaining unit members who vote on the procedure. All surgical technologists will be given an ample opportunity to vote. A unit procedure will be valid for the length of this 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 in effect 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 at the charge nurse desk.

Section 8: All surgical technologists who work a minimum of five (5) consecutive hours will be entitled to an uninterrupted meal period of thirty (30) minutes without pay. If a surgical technologist believes that they will not be able to take an uninterrupted thirty (30) minute meal break, they must notify a manager or designee. A surgical technologist who does not receive an uninterrupted meal period of thirty (30) minutes will clock out “no-lunch” at the end of their shift.

A surgical technologist 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 9: Surgical technologists will be scheduled to work weekends as designated by the department. The Medical Center will provide a 30 day notice to the Local Unit and ONA to meet and discuss any changes to the weekend scheduling requirements.

Section 10: No surgical technologist will be required to work more than five (5) consecutive days without a day off unless mutually agreed upon.

Section 11: 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 manager prior to working overtime.

The Medical Center may, with the agreement of ONA, offer incentives to surgical technologists 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 granted on a time and one-half basis. Compensatory time must be used at a time mutually agreed upon by the member and the manager.

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 surgical technologist 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 surgical technologist has been continuously employed by the University, calculated from the surgical technologist’s date of hire into a position covered by this Agreement, provided that the surgical technologist has successfully completed the probationary period.

Section 2: Seniority is broken when a surgical technologist:

- A. Resigns, retires, or is in a position which is abolished. Surgical technologists who are rehired within 12 months assume their previous last date of hire adjusted by subtracting the time not employed. Surgical technologists 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 surgical technologist'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. This seniority list shall be updated monthly. A copy of all such lists will be forwarded to ONA and the President/Chair of each Local Unit.

Section 4: If the Medical Center determines to abolish surgical technologist 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. Surgical technologists with the least Bargaining Unit Seniority in the service area will be abolished in the inverse order of seniority.
- B. Displaced surgical technologists 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 surgical technologist has the ability to perform the work after an appropriate orientation, the surgical technologist has the option of applying for any available vacancy.
- C. If there are no vacancies, the surgical technologists 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	Ambulatory	East
Perioperative Education	Dublin	East Endoscopy
UH Endoscopy	EEI	East OR
UH Float Pool	Ambulatory Float Pool	East OSC
James OR	Jameson Crane	
James Float Pool	New Albany	
James West Campus		
Labor and Delivery		
Ross OR		
Same Day Surgery		
University Hospital OR		

Section 5: If a surgical technologist is involuntarily terminated under Section 4 of this Article, the surgical technologist 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 service area will be communicated to members of the service area and emailed to the local unit president/chair at least two (2) calendar weeks before being permanently filled.

The Medical Center may interview any candidate for any posted position but shall guarantee interviews to the three (3) most senior qualified bargaining unit member applicants. The interview process for all final candidates may include, when operationally feasible, an interview with at least one (1) bargaining unit member.

ARTICLE 17 - SICK LEAVE

Section 1: Sick leave credit shall be earned by surgical technologists on a biweekly basis at the rate of 4.6 hours for each eighty (80) hours of service. Part-time surgical technologists shall accrue sick leave on a pro rata basis. Surgical technologists shall accumulate sick leave to an unlimited maximum.

Section 2: Surgical technologists may use sick leave for the following reasons:

- A. Absence from work due to a personal illness or injury of the surgical technologist.
- B. Absence from work due to an illness or injury in the surgical technologist's immediate family requiring the care of the staff member.
- C. Absence from work due to a death in the surgical technologist'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 surgical technologist or member of the immediate family.
- E. When, through exposure to a contagious disease, either the health of the surgical technologist would be jeopardized, or the surgical technologist'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 surgical technologist 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 surgical technologist 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 surgical technologist'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: Surgical technologists 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: Surgical technologists 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 surgical technologist whose normal scheduled working hours are other than first shift, the surgical technologist's manager 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 surgical technologist 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. Surgical technologists 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 surgical technologists 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 surgical technologist may apply for an extension of the leave, subject to the approval of the Medical Center. Such leave is terminated automatically when the surgical technologist is placed upon total and permanent disability or when the surgical technologist 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 surgical technologist makes the request as promptly as possible
- the surgical technologist provides a reasonable excuse for the request
- the surgical technologist provides supporting documentation as requested and if available
- the surgical technologist does not have a pattern of unsatisfactory attendance or a history of making such requests

ARTICLE 19 – HOLIDAYS

Section 1: Surgical Technologists 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 surgical technologists.

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 surgical technologists as equitably as staffing needs permit. All surgical technologists shall be scheduled off at least one (1) of Thanksgiving Day or Christmas Day, unless mutually agreed upon. Issues related to holiday scheduling will be discussed at Labor Management Committee.

ARTICLE 20 – VACATIONS

Section 1: Surgical technologists 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: Surgical technologists 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 their manager. Vacations shall be scheduled among full-time and part-time surgical technologists 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 surgical technologist per unit per week.

Section 3: A surgical technologist may accumulate vacation up to a maximum of 240 hours on the surgical technologist's anniversary date. Part-time surgical technologists shall accrue vacation on a pro rata basis.

A surgical technologist may submit a written appeal to the Medical Center's Director of Employee and Labor Relations or designee when a surgical technologist has vacation hours eliminated under this section. The appeal shall specify the reason(s) why the surgical technologist seeks to have eliminated hours restored to the surgical technologist's vacation balance. The Director or designee shall, in their discretion, decide whether the surgical technologist's balance was eliminated due to the surgical technologist's inability to use the

eliminated hours because the operational needs of the Medical Center reasonably precluded the surgical technologist's use of these hours. The Administrator shall have the discretion to grant or not grant the surgical technologist'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 surgical technologist may have their eliminated hours restored pursuant to this section one time during the term of their employment.

Section 4: At the Ambulatory Sites and OSU East Hospital, requests for vacation shall be submitted to the appropriate manager for approval no more than 365 days prior to the first vacation day. Vacation time off need not be accrued at the time of request; however, the surgical technologist 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 on a first come, first served basis within fourteen (14) days of receipt. Requests for vacations on or around holidays will be granted on a rotational basis.

Section 5: At Main Campus, the following procedure shall apply:

- A. The vacation year will begin with the first schedule following the double holiday schedule through the next double holiday schedule.
- B. Bulk sign up for vacation will begin on November 1st. Commencing with the most senior surgical technologist on the unit, and continuing in order of bargaining unit seniority, each surgical technologist shall be given forty-eight (48) hours from the time the previous senior surgical technologist's vacation was approved to submit the surgical technologist's request. Requests for surgical technologists with ten or more years of bargaining unit seniority shall be limited to three (3) vacation weeks. Requests for surgical technologists with less than ten years of bargaining unit seniority shall be limited to two (2) vacation weeks. Each vacation request shall include the first day through last day of the vacation and the total number of hours of benefit time. Bargaining unit members shall facilitate the sign-up process and will attempt to contact any surgical technologist who is on approved leave during the bulk sign up period. Any surgical technologist who misses a sign-up period shall be allowed to take a turn ahead of the next less senior surgical technologist, but shall not displace those surgical technologists who have already submitted a request.
- C. Following the conclusion of the bulk sign-up, all other vacation requests shall be made available on a first come, first served basis and such requests shall be submitted to the surgical technologist scheduling representative and appropriate supervisor for approval. Such requests shall be approved or disapproved within fourteen (14) days of receipt.
- D. Vacation time off need not be accrued at the time of request; however, the surgical technologist must be able to accrue the total amount of vacation being requested prior to the first requested day off.
- E. A calendar with all relevant vacation scheduling dates and deadlines will be accessible to all bargaining unit employees.

Section 6: All scheduled vacations of surgical technologists shall be visible to all other surgical technologists in the local unit.

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.

Title	Min	Max
Surgical Technologist - Cardiovascular 1	\$26.40	\$39.60
Surgical Technologist - Cardiovascular 2	\$28.50	\$42.70
Surgical Technologist - Cardiovascular 4	\$34.80	\$52.20
Surgical Technologist - Inpatient 1	\$23.10	\$34.60
Surgical Technologist - Inpatient 2	\$25.00	\$37.40
Surgical Technologist - Inpatient 4	\$30.50	\$45.80
Surgical Technologist - Outpatient 1	\$22.90	\$34.30
Surgical Technologist - Outpatient 2	\$24.70	\$37.10
Surgical Technologist - Outpatient 4	\$30.20	\$45.30
Surgical Technologist Educator 2	\$28.50	\$42.70
Surgical Technologist Educator 3	\$30.50	\$45.80
Surgical Technologist First Assist 2	\$28.50	\$42.70

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

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.

After final experience has been entered, and a determination for experience credit has been made, if a bargaining unit member's market and equity increase is below five (5) percent in year one (1), the member will receive the difference between their market and equity increase and five (5%) percent in a one-time lump sum payment as soon as practicable in year one (1).

Section 2: Upon hire into the bargaining unit, a surgical technologist's starting wage will be established based on the surgical technologist's relevant internal and external experience as compared with existing surgical technologists. The Medical Center agrees that no newly hired surgical technologist will earn a base hourly wage rate that is greater than the base hourly wage rate of an existing surgical technologist with the same relevant internal and external experience, provided that the existing surgical technologist 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 surgical technologists shall participate in the Medical Center's annual performance review process:

A surgical technologist 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:	3.25%
Excels:	3.75%

For performance year 2025, 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 1st to be eligible for that year's merit increase under A of this section.

Section 4: Effective the pay period that includes September 1, 2025, bargaining unit members will receive a 1% market increase added to their base hourly wage.

Section 5: Shift differential. A surgical technologist shall receive a shift differential of fifteen percent (15%) of the surgical technologist's base pay for all hours worked from 3:00pm to 8:00am. Shift differential will be paid to a surgical technologist provided the surgical technologist 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 surgical technologist 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: Float differential. A surgical technologist who is in a float position shall receive a float differential of five percent (5%) of the surgical technologist's base pay for all hours worked.

Section 8: On-Call/ Call Back Pay. When a surgical technologist is in an on-call status, the surgical technologist shall receive three dollars and fifty cents (\$3.50) per hour for each hour the surgical technologist remains in this status. Surgical technologists shall continue to receive on-call pay for all hours worked during assigned on-call. When a surgical technologist 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 9: Holiday Pay. The University will provide holiday benefits for surgical technologists in accordance with Policy 6.20 – Holidays.

Section 10: Eligible surgical technologists in titles defined in the Surgical Technologist Clinical Ladder Program Manual may 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 III, and an additional five percent (5%) of their base pay prorated by FTE for Level IV (for a total lump sum payment of ten percent (10%)). 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 this 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 this 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 11: 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 surgical technologist violates this Article, the University may discipline that surgical technologist and such discipline is subject to the grievance and arbitration provisions of this Agreement. In any grievance or arbitration proceeding thereafter initiated by ONA, the sole issue shall be whether the surgical technologist violated this Article.

ARTICLE 24 – DURATION

Section 1: This Agreement, effective July 15, 2024 shall continue in full force and effect until midnight June 30, 2026 and thereafter from year to year unless either party gives sixty (60) days' written notice prior to June 30, 2026 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.

This Agreement is approved and signed by the following:

Ohio Nurses Association

Philip Bloomer 8/1/24
Philip Bloomer Date

Barbara Kern 8/1/24
Barbara Kern Date

Kevin Bondurant 8/1/24
Kevin Bondurant Date

Amanda Boehm 8-1-24
Amanda Boehm Date

Bethany Ross 8/1/24
Bethany Ross Date

Brittney Widmayer 8-1-24
Brittney Widmayer Date

Claudia Valdez 8/1/24
Claudia Valdez Date

Ian Houston 08/01/24
Ian Houston Date

John F. Beverly 8/1/2024
John Beverly Date

Melissa Lyons 8-1-24
Melissa Lyons Date

Mary Smith 8/01/24
Mary Smith Date

M. Blue 8/01/24
Molly Blue Date

Nicholas Annarino 8/01/24
Nicholas Annarino Date

The Ohio State University

Mary K. Hall 8/2/24
Mary K. Hall Date

Andrew Fraley
Tom Ramey
Erika Pearsol-Christie
Molly Hanrahan
Kristie Henneman
Jaime Witschger
Alisa Schueneman
Sheryl Burch
Shannon Badertscher
Shannon Thompson
Paige Starkey
Pam Reed
Debbie Patete
Johnathan Morgan
Rachel Carpenter
Jim Kousaie
Meagan Paskins
Darius Smith

MEMORANDUM OF UNDERSTANDING
Preceptor Program and Applicable Pay

ONA, OSTA, OSCST, OSUES, and the Medical Center agree that they will implement a preceptor program for each of the three local unions for qualified preceptors:

1. Management and representatives from the local unions will meet and discuss the parameters of a preceptor program after ratification.
2. The program shall be finalized within 90 days of ratification. Until such time as the new program is established and implemented the status quo will remain in place.
3. Management shall determine the competencies and qualifications required for a surgical technologist preceptor.
4. Management and the Local Union leaders shall work collaboratively to establish a training program and assignments for preceptors, subject to final decision by Management.
5. Once qualified as a preceptor, a surgical technologist shall receive \$2.00 per hour for each hour spent precepting.
6. This Memorandum of Understanding does not set a precedent for how other similar situations will be handled by the parties.
7. This Memorandum of Understanding shall expire on July 15, 2026 or at the expiration of the current bargaining agreement, whichever comes first, unless the parties mutually agree in writing to extend the agreement beyond this date.

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. **In the Moment** - Surgical technologist that voluntarily work hours approved for the incentive program will receive a \$20.00 bonus for every hour of in the moment additional patient care work provided.
2. **Schedule Build** – Anticipated resource need incentive, for units that meet the 20% functional vacancy. Surgical Technologists may pick up schedule build incentive hours up to seventy-two (72) hours prior to the start of the shift.
 - a. The administrator for nursing operations (ACNO, Senior Director) approves the initiation of the schedule build incentive to meet the staffing goals in the department. The schedule build incentive shall be clearly communicated prior to the request window.
 - b. Surgical technologists who pick up an additional 4-hour block of extra hours will be paid at \$100.00 for each 4 hour block. Surgical technologists who are schedule to work an incentive shift but do not work or call-in shall not receive the incentive pay.
3. This MOU does not establish a precedent for how similar matters will be addressed in the future.

The incentive program will remain in effect until the current collective bargaining agreement expires.

