

# AGREEMENT

BETWEEN

**THE OHIO STATE UNIVERSITY**



**THE OHIO STATE UNIVERSITY**

AND

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**



April 7, 2025

through

April 7, 2028



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## **ARTICLE 1 – RECOGNITION**

### **Section 1: University Recognition of the Union**

The Ohio State University (herein called “the University” or “Medical Center” or “Hospitals”) and the International Association of Machinists and Aerospace Workers (herein called “the Union” or “IAM Healthcare” or “IAM”), enter into this Collective Bargaining Agreement (hereinafter called “the Agreement”).

### **Section 2: Purpose of Agreement**

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 bargaining unit, the Medical Center, and nursing administration.

### **Section 3: Description of Recognized Unit**

The employee group covered by this Agreement includes all regular, full-time and part-time, Patient Care Associates (PCAs), including PCA Leads, Senior Patient Care Associates, and Psychiatric Care Technicians (PCTs), including PCT Leads, and Senior Psychiatric Care Technicians, employed by The Ohio State University Wexner Medical Center at the University’s Dodd Rehabilitation Hospital, University Hospital, Ross Heart Hospital, The James Cancer Hospital, Harding Hospital, and the Brain and Spine Hospital.

All Supervisors, Managers, Professionals, Office Clerical, Guards, intermittent and temporary employees, IRP Patient Care Associates, IRP Senior Patient Care Associates, IRP Psychiatric Care Technicians, IRP Senior Psychiatric Care Technicians, and other positions not listed 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,” “represented employees,” “PCA,” or “PCT.”

### **Section 4: Exclusive Representative**

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: Job Title Changes**

The University shall not 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. In the event the University proposes to change the title of a job classification listed in Section 3 of this Article, the job classification will continue to be included in this bargaining unit.

## **ARTICLE 2 – SEVERABILITY**

### **Section 1: Savings Clause**

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 shall 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 and discuss the resolution of such conflict or violation.

## **ARTICLE 3 – PAYROLL DEDUCTIONS AND EMPLOYEE INFORMATION**

### **Section 1: Union Dues and Fees**

The University agrees to deduct monthly IAM dues and/or fees in whatever sum is authorized by IAM from the pay of bargaining unit members in an active pay status upon receipt of a voluntary written paper or electronic authorization executed for that purpose.

### **Section 2: University Obligation**

The University's obligation to make such deductions shall terminate automatically upon termination of the employment of the bargaining unit member who signed the authorization. If the bargaining unit member is transferred to a position with the University not covered by this Agreement, the University will discontinue such deductions.

### **Section 3: Deduction and Transfer of Funds**

Deductions shall be made from the pay period opposite the deduction for parking. Deductions provided for in this Article shall be transmitted electronically to IAM no later than the 20<sup>th</sup> day of the month following the month of the deduction.

The University will electronically furnish IAM together with its payment for IAM dues and/or fees, an alphabetical list in Excel format of all bargaining unit members whose dues and/or fees have been deducted.

#### **Section 4: Employee List**

Within thirty (30) days after the effective date of this Agreement, and on a monthly basis thereafter, the University will electronically provide IAM an alphabetized list in Excel format of bargaining unit employees with the following information. Such information shall be provided concurrently with the deduction report required by Section 3 of this Article.

1. First name
2. Last name
3. Employee Identification Number
4. Home address
5. Personal telephone number
6. Work location and building address
7. Work telephone number
8. Work email address
9. Unit
10. Classification
11. Title (if different from classification)
12. Date of hire
13. Seniority date
14. Hourly rate
15. FTE Status

#### **Section 5: New Hire/Separation Report**

On a monthly basis, the University will electronically provide IAM a list of bargaining unit members hired and terminated during the previous month in Excel format.

#### **Section 6: Indemnification**

IAM agrees that it will indemnify and save the University harmless from any action arising from the deduction of any dues, and/or fees as provided in this Article once the funds have been deducted and transmitted to IAM.

### **ARTICLE 4 – ASSOCIATION ACTIVITY**

#### **Section 1: Union Access**

With reasonable notice to the Administrator of Human Resources (or designee), representatives of the IAM 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 representatives shall be subject to regulations applicable to non-employees in effect as of January 1, 2025 and to such other reasonable regulations as the Medical Center may establish. This shall not be interpreted to waive the Union's right to negotiate over the effects of changes to access regulations. It is understood by the parties that IAM Credentialed

Union Representatives have legal obligations as employee representatives. At the request of IAM, the Medical Center will be available to assist any representative of the IAM with access to the Hospitals as part of any investigative matter.

## **Section 2: Bargaining**

IAM may designate up to ten (10) bargaining unit members to serve on the IAM Negotiating Committee. Subject to the coverage needs of the departments, the designated bargaining unit members will be excused from regular work duties with pay for the time during which the bargaining meeting is held, but in no event will an employee be paid more than the number of hours for which the employee is usually scheduled.

IAM Negotiating Committee members will be scheduled on the day shift each day of negotiations. IAM Negotiating Committee members shall not be scheduled to work the night shift on the day preceding scheduled negotiations.

The IAM and the Medical Center will split equally the cost associated with printing the number of copies of the Agreement they require. The Agreement shall be printed at a print shop mutually agreed upon by the parties.

## **Section 3: Communications**

Where there are bulletin boards for Medical Center employees, a reasonable amount of space will be reserved for IAM. Material to be posted shall be submitted to the Administrator of Human Resources, or designee. IAM shall be responsible for posting such material on bulletin boards located in each area where bargaining unit members are scheduled to work. Access to the IAM website will be maintained on the University's Labor Relations website with a link to the Collective Bargaining Agreement.

## **Section 4: Stewards**

- A. The Medical Center shall recognize a Chief Steward and other Stewards as representatives of the bargaining unit. All Steward designations and assignments shall be made in such a manner as the Union determines. The Union will notify the Medical Center in writing of the names of authorized Stewards.
- B. When representation is needed, Stewards will be excused from regular work duties with pay for the time necessary to address such matters. This release shall be subject to the coverage needs of the department.
- C. The Union shall receive up to twelve (12) hours of release time per week. This time shall be distributed at the Union's discretion between one (1) Chief Steward or their designee. This release time is for purposes of conducting union business including participation in grievances, corrective actions, and hospital committees. Within forty-five (45) calendar days of the Medical Center's presentation of an itemized bill, IAM shall fully reimburse

the Medical Center for the wages and benefits received by the Chief Steward or their designee during these hours.

- D. Any time the Chief Steward or designee is called in on their day off from work by Human Resources to perform representational duties, such time shall be compensated by the Medical Center.

### **Section 5: Union Leaves**

Leaves of absence may be granted by the Medical Center without pay to attend conferences or other meetings of IAM. The number of PCA/PCT's to attend any said convention or meeting will be determined by the Medical Center and will be contingent upon the needs of patient care at the time, as determined by the Medical Center.

### **Section 6: New Employee Orientation**

The Medical Center will provide a sixty (60) minute period of paid time during the first week of employment for the IAM designee to meet with a newly hired PCA/PCT 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: Management Rights**

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 any other agreements made between the parties.

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 and any other agreements made between the parties.

## **ARTICLE 6 – NON-DISCRIMINATION**

### **Section 1: Non-Discrimination**

There shall be no discrimination by either the Hospital or IAM 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 IAM as provided for in this Agreement, or any other basis under law.

### **Section 2: Complaints Process**

Complaints from members of the bargaining unit alleging discrimination, harassment, and/or sexual misconduct will be directed to the University's Civil Rights Compliance Office. A bargaining unit member's decision to file a complaint, or to not file a complaint, shall not prevent a bargaining unit member or IAM from processing a grievance alleging discrimination and/or harassment.

### **Section 3: Accessible Facilities**

The University maintains a list of all-gender restrooms and lactation rooms on the University's public facing websites and accessible through the Medical Center's intranet.

### **Section 4: Reasonable Accommodation**

In accordance with federal law, the Ohio State University is committed to providing reasonable accommodations to qualified individuals with a disability.

Employees have a right to have a support person of their choice present during all reasonable accommodation meetings and throughout the interactive process.

Human Resources, in consultation with the ADA Coordinator's Office, partners with employees and departments throughout the interactive process.

## **ARTICLE 7 – EDUCATION AND PROFESSIONAL DEVELOPMENT**

### **Section 1: Commitment to Professional Development**

IAM and the University share a commitment to supporting employees in the development of their professional knowledge and skills. Employees are encouraged to pursue education and professional development opportunities. The parties recognize that additional investment in such opportunities is necessary to enhance patient care, safety, employee recruitment and retention.

## **Section 2: Tuition Assistance**

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 3: Mandatory Education**

Attendance at mandatory educational conferences, seminars, external educational programs, in-services, or competencies shall be counted as time worked, and represented employees shall be compensated at the applicable rate, and for the cost of travel and registration fees in accordance with University policy.

If mandatory education under this section cannot be completed during an 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. Alternatively with the prior approval of management, the employee may complete the mandatory education remotely from home and shall be compensated for up to two (2) hours.

## **Section 4: Paid Education Leave**

Employees may request paid education leave to attend professional conferences, seminars or external educational programs and such requests shall be fairly considered and approved at the discretion of their Manager.

Upon approval by the Manager, such education leave will be granted if notice of such attendance is submitted in accordance with scheduling timelines. If the request is not made in accordance with scheduling timelines, attendance of the employee may be approved if it would not unreasonably interfere with staffing.

Once approved, the Hospitals shall not cancel education leave except in emergency cases. If education leave is canceled by the Manager, the Hospitals shall pay the employee for any registration fees and travel expenses, including room accommodations, which the employee cannot recover.

Attendance at Hospitals' required meetings or conferences shall not be considered to be the use of education leave.

## **ARTICLE 8 – SAFETY AND HEALTH**

### **Section 1: General Conditions**

The University shall furnish and maintain in safe working condition the workplace and equipment required for employees to carry out their assigned duties.

The University shall comply with all applicable federal and Ohio state laws, rules, orders, standards, and regulations pertaining to occupational safety and health. This includes, but is not limited to, the University's obligation under Ohio Revised Code Section 4167.04.

### **Section 2: Equipment**

- A. In order to provide optimal patient care, necessary equipment will be made available at no cost to members of the bargaining unit.
- B. The University shall provide bargaining unit employees with appropriate protective clothing, personal protective equipment (PPE), safety equipment, and training when required in connection with an employee's assigned duties. The University will provide employees with adequate time to don and doff required PPE.
- C. The University will not require an employee to operate or use equipment or material which a reasonable person in the exercise of ordinary care would know would cause injury.

The Medical Center will provide training on the use of all equipment employees are required to use in the course of their work. When operationally feasible, employees shall receive refresher training upon request.

### **Section 3: Workplace Violence**

The Ohio State University is committed to providing an environment that is safe, secure, and free from workplace violence. The University will maintain a workplace safety program consisting of policies and procedures and multi-modality training programs for the awareness, prevention, and reporting of violence, including employee training.

The University will provide training on workplace safety and security, which includes prevention, de-escalation, and reaction to violence.

The University will investigate reports of workplace safety concerns, including disruptive, threatening, and/or violent behaviors.

Upon request and when operationally feasible, the Medical Center will provide security escorts for employees to University-owned parking locations.

The Medical Center will make available contact information for departments responsible for addressing incidents of workplace violence.

#### **Section 4: Infectious Diseases and Hazardous Substances**

- A. The University and bargaining unit members shall comply with all applicable local, state and federal health and safety laws and regulations regarding infectious disease and hazardous substance exposure. The University shall provide the necessary personal protective equipment, training and education.

The Medical Center will provide employees online access to the material safety data sheets (MSDS) for all chemical substances containing hazardous materials used in the workplace.

#### **Section 5: Committees**

PCAs/PCTs shall have representation on the Ohio State University Health System Environment of Care Committee. IAM will select one (1) member to sit on the Committee. This representative will report to the Labor Management Committee quarterly.

PCAs/PCTs shall have representation within the Workplace Safety Committee structure on the Education and Communication Committee. IAM will select one (1) member to sit on the Committee. This representative will report to the Labor Management Committee quarterly.

Additionally, staff are encouraged to participate in any applicable unit-specific committee related to safety and health.

Committee members or their designees are eligible to receive paid time for the purposes of participating in committee meetings. The University will ensure Union-designated committee members are released from other work responsibilities, when operationally feasible. Committee members who are not scheduled to work at the time committee meetings take place, and who attend such meetings, shall receive paid time not to exceed the length of the meeting they attend.

### **ARTICLE 9 – PROBATIONARY PERIOD**

#### **Section 1: Probationary Period**

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 employee has a performance issue, the employee shall have a right to have an IAM representative present at any meeting regarding their performance. During the probationary period, the employee may be discharged or disciplined at will and any such discharge or discipline shall not be subject to Grievance provisions of this Agreement. However, probationary PCAs and PCTs may only process grievances concerning pay related issues.

## **ARTICLE 10 – EMPLOYMENT AND HIRING**

### **Section 1: Job Description**

Each employee will be provided a copy of the complete job description for their position at the time they are hired and at any subsequent time upon request of the employee.

### **Section 2: Filling of Vacancies**

In seeking new or additional PCAs or PCTs, the Medical Center shall first offer available positions to those of its PCAs and PCTs who are then on layoff.

Once vacant positions are offered to PCAs and PCTs on layoff and have not been filled, openings in PCA/PCT classifications shall be posted one (1) calendar week before being permanently filled. Such openings shall be filled on the basis of ability to do the work. If ability to do the work is relatively equal, seniority shall be the determining factor. The term ability as used herein shall include but is not limited to education, experience, and prior performance. The Hospitals may interview any qualified PCA/PCT for the posted opening, but shall guarantee interviews to the three (3) most senior eligible bargaining unit member applicants.

Openings in Lead PCA/PCT positions shall first be offered at the unit level. If unfilled at the unit level, the Medical Center may interview any qualified Senior PCA/PCT for the posted Lead opening, but shall guarantee interviews to the three (3) most senior eligible bargaining unit member applicants.

Once a position has been offered and an employee has accepted, a manager may not hold a staff member from making a transfer for longer than four (4) weeks after a position has been awarded without discussing the transfer timeframe with the staff member. When an internal applicant starts a new position, they shall be provided with an orientation to support the transition to their new position.

Newly hired OSU employees may apply for transfer to a new position after completion of the employee's probationary period.

### **Section 3: FTE Adjustments**

Employees may request to adjust their FTE pursuant to the following guidelines:

- A. FTE changes shall not exceed the budgeted FTE for the department without the approval of Hospital Administration.
- B. The Medical Center will not change an employee's FTE without the consent of the employee.
- C. If operationally feasible, FTE changes may be offered quarterly.

- D. FTE changes will be granted by seniority.
- E. Requests to change FTE will be submitted in writing to the Nursing Manager on or before January 1, April 1, July 1, and October 1.
- F. Requests, if approved, will be initiated within the next two (2) schedules following approval that are in alignment with the above timeframes.
- G. The PCA/PCT is responsible for verifying their FTE change within two (2) pay periods of the submission.
- H. Managers will track all changes to ensure accuracy of submissions.

Exceptions to the above will be made with agreement from the Union for reasons including but not limited to:

- A. Employee/Family Emergencies, Death in the family; Employee/Family member with terminal illness or serious health condition. For purposes of this section, “family member” has the same meaning as outlined in the University’s Paid Time Off Policy.
- B. Major Life Event. Divorce/legal separation or termination of same sex domestic partner relationship.
- C. School schedules and child obligations will not be routine exceptions. School semester planning will be required of all staff and should follow the twice a year planning schedule. Child obligations will be considered with any emergent situations on a case-by-case basis.
- D. Departmental need. Increased or decreased FTE based on associated department need or new position availability. These changes will first be offered to existing employees and granted by seniority.

Exceptions will be granted by seniority.

## **ARTICLE 11 – OPERATIONAL STANDARDS OF CARE**

### **Section 1: Scope of Position**

The Patient Care Associate (PCA) and Psychiatric Care Technician (PCT) function as integral members of a team of care providers on a patient care unit that reflects a culture of cooperation, enthusiasm, and mutual respect. 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.

PCAs and PCTs provide patient care and supportive services that are directed towards achievement of patient care outcomes, maximizing the patient's involvement in their own plan of care, improving service levels, and reducing the length of hospitalization.

Employees shall not be required to perform duties in any manner that places the professional license(s) of the Registered Nurses under whose clinical supervision they work in jeopardy.

The parties agree that teamwork is an essential part of the care environment to provide a seamless, safe, and efficient patient care experience with positive patient outcomes. As an essential member of the care team, PCAs and PCTs have an equal voice and are encouraged to speak up to advocate for the best patient outcomes.

### **Section 2: Right to Object**

Employees have a right to their professional opinion, and when they believe they are being asked to perform an order that violates the law and/or this Agreement, or act beyond their scope, they have a right to bring their specific concerns to their supervisor or other responsible party.

In the event a condition arises where a PCA or PCT has a concern regarding standards of patient care, staffing, professional development and training, or patient safety, this concern shall be communicated through the appropriate chain of command for possible alternative solutions and employees will not be disciplined for raising these concerns through the chain of command. Established channels will be utilized for communication and problem solving. Management is committed to considering information received from all sources in relation to effectively meet patient care requirements. Issues related to standards of patient care, staffing, professional development and training, or patient safety will be discussed between LMC/OSC members and senior nursing leadership at the designated LMC/OSC meetings.

### **Section 3: Clinical Technology**

Clinical technology is intended to complement, not diminish, the skills, judgment and decision-making of PCAs and PCTs. The use of technology shall not limit members of the care team from exercising discretion in the implementation of care, nor from acting as a patient advocate.

The parties acknowledge the importance of technology to enhance patient care and efficiency. The parties will meet and confer about technological changes.

Bargaining unit members are encouraged to participate in the selection, design, building and validation processes of technology affecting their job duties.

### **Section 4: Bargaining Unit Work**

The parties agree that PCAs and PCTs employed by the Medical Center are most likely to provide the desirable level of patient care and to provide care to patients in a cost-effective manner. The Medical Center shall use their regularly assigned PCAs and PCTs whenever possible.

## **Section 5: Medical Center Committees**

PCAs/PCTs shall have representation on Unit Councils (UC) for the James and Unit Leadership Councils (ULC) for the Health System. Each UC/ULC will review pertinent data to develop action plans to enhance patient experience, patient outcomes, and staff experience. Each UC/ULC is expected to establish a mechanism of communication between staff, unit council, and central councils in order to effectuate problem solving and shared decision making.

PCAs/PCTs shall have representation on the Patient Care Council (PCC) for the James and Patient Care Council (PCC) for the Health System. IAM will select one (1) member to sit on each Committee. Each PCC oversees the development and approval process for clinical standards; coordinates and facilitates nursing quality initiatives and the use of evidence-based practice and research to improve patient care delivery and outcomes. This representative will report out at the LMC/OSC meeting.

UC/ULC and PCC members, or their designees, are eligible to receive paid time for the purposes of participating in committee meetings. The Medical Center will ensure Union-designated committee members are released from other work responsibilities, when operationally feasible. Committee members who are not scheduled to work at the time committee meetings take place, and who attend such meetings, shall receive paid time not to exceed the length of the meeting they attend.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **Section 1: Grievance Process**

For the purposes of this Agreement, the term “grievance” is defined as a dispute between the Medical Center and IAM, or between the Medical Center and a bargaining unit member, or between the Medical Center and multiple bargaining unit members, 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. Manager Review:** A bargaining unit member having a grievance may present it in writing to their manager, either alone or accompanied by a representative of the Union, if the bargaining unit member so wishes. Any such grievance shall be presented within ten (10) working days after the bargaining unit member 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 bargaining unit member. The manager, or other designee, shall give the bargaining unit member a written answer within ten (10) working days after the grievance has been presented.

**Step 2. Human Resources Review:** If the grievance is not resolved 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 1 response. The Administrator of Human Resources at the Medical Center, or designee, the grievant, no more than three (3) management representatives of the Medical Center, and no more than three (3) IAM representatives, shall meet within fifteen (15) working days after the appeal has been filed. The Administrator, or designee, shall respond in writing within fifteen (15) working days after the parties' last meeting. A copy of said answer will be sent to the grievant at their home address or at their email address, to the IAM Credentialed Union Representative at their email address, and to the IAM Chief Steward or designee at their email address. Grievants who are terminated or on leave will have said answer sent to the grievant's home address.

**Step 3. Appeal to Arbitration:** If the grievance is not resolved as provided in Step 2, IAM may submit the issue to arbitration. IAM 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.

In the event the matter is submitted to arbitration, the IAM 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 University representative and IAM 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 bargaining unit witnesses requested by the IAM time off with pay to attend the hearing. The fees and expenses of the arbitration shall be borne equally by the University and IAM. 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 and its regulations. The award of the arbitrator so made shall be final and binding on the parties.

## **Section 2: Grievance Time Limits**

The time limitations provided for in this Article may be extended by mutual agreement of the University and IAM. In the event the Medical Center does not respond timely at Step 1 or Step 2

of Section 1, then the IAM may advance the grievance to the next Step by written notification to the Medical Center.

### **Section 3: Arbitration Time Limits**

Unless an extension is agreed to by the parties, any grievance which has not been assigned to an arbitrator within one hundred eighty (180) calendar days of the date the request for arbitration was filed shall be deemed withdrawn without precedent. If the arbitration is not held within three hundred sixty-five days (365) after the grievance has advanced to arbitration, the arbitration shall be deemed withdrawn without precedent.

### **Section 4: Expedited Grievances**

A grievance which affects a substantial number of bargaining unit members (three or more), or which involves a Termination, may initially be presented at Step 2 of Section 1. Grievances which affect a substantial number of bargaining unit members may be filed by the Union.

### **Section 5: Grievance Hearing**

Grievances may be processed during working hours. Working days as used in this Article shall not include Saturdays, Sundays, or holidays. Bargaining unit members will be paid by the Medical Center for time spent in grievance meetings, including time spent in preparation with IAM for up to one (1) hour. Bargaining unit members will also be paid for time spent in arbitration, when such time is spent during their scheduled work time.

### **Section 6: Postponement**

A grievance meeting may be postponed at Step 2 two (2) times by IAM or the bargaining unit member. IAM may proceed with the grievance without the bargaining unit member in attendance. If a grievance meeting is postponed at Step 2 a third time by IAM or the bargaining unit member, it is considered to be withdrawn without precedent.

### **Section 7: Appeal to Arbitration**

In the event IAM is dissatisfied with the outcome of a corrective action hearing for a termination conducted by Human Resources pursuant to Article 13 – Corrective Action, the decision may be submitted directly to arbitration by IAM.

## **ARTICLE 13 – CORRECTIVE ACTION**

### **Section 1: Just Cause and Representation**

The Medical Center shall have the right to take corrective action on an employee for just cause. For the purposes of this Article, corrective action has the same meaning as discipline. 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 and such discussion could lead to corrective action, the employee shall have the right to have a representative present upon request.

## **Section 2: Just Culture**

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 PCAs and PCTs have no control and promotes a learning environment. In the event the Medical Center convenes or continues a Just Culture Steering Committee, IAM shall have one (1) representative on the committee.

## **Section 3: Verbal Counseling**

Verbal counseling regarding general performance will be communicated prior to formal corrective action being administered. A PCA or PCT who receives a verbal counseling shall receive a written summary of the counseling from the manager.

## **Section 4: Steps of Corrective Action**

It is agreed that corrective action shall be taken according to the seriousness of the offense and that the basic purpose of corrective action is corrective not punitive. The usual progression of corrective action will be:

- Written Reprimand
- Level 1 Notice
- Level 2 Notice
- Discharge

In the event a written corrective action is issued by the Medical Center, it shall be filed in the personnel record of the PCA or PCT and the PCA or PCT shall receive a copy of the corrective action. The PCA or PCT shall be required to sign said corrective action attesting to receipt; however, the PCA or PCT's signature does not necessarily indicate agreement.

## **Section 5: Right to Hearing**

No employee covered by this Agreement shall be 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 employee and an IAM representative may show cause why the employee should not be discharged. The notice of the hearing and the information packet will be provided to IAM within five (5) working days in advance of the hearing. A copy will be

delivered to the affected employee. The employee will be excused from regular work duties with pay for the hearing.

A written decision of the hearing shall be sent to the employee (at the employee's home address or via email) and to IAM within ten (10) working days following the hearing.

### **Section 6: Paid Administrative Leave**

The University may place an employee on administrative leave with pay in order to review or investigate allegations of conduct which would warrant relieving the employee immediately from all work duties. The IAM and the Chief Steward will be notified within two (2) working days of any PCA or PCT that is placed on paid administrative leave. The University shall provide an update regarding the status of an administrative leave upon request by the Union. An administrative leave with pay shall not be considered corrective action as defined in this Article.

### **Section 7: Personnel Files**

Written Reprimands and Level 1 Notices will be in effect of a continuous period of twelve (12) months provided there have been no other reprimands or corrective actions issued during this period.

Level 2 Notices will be in effect of a continuous period of twenty-four (24) months provided there have been no other reprimands or corrective actions issued during this period.

Corrective Actions that are no longer in effect will be removed from an employee's personnel file and shall not be used as a basis for corrective action or other adverse action against the employee.

## **ARTICLE 14 – HOURS OF WORK**

### **Section 1: Work Schedules**

The standard hours worked per week are determined by the PCA/PCT'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. Exceptions are allowed if mutually agreed to by the PCA/PCTs and the Medical Center. The pattern of scheduling and assigning work, including shift rotation, weekend rotation and holiday rotation shall be determined by the Hospitals in accordance with the provisions of this Agreement.

An employee shall not be scheduled to work more than twelve (12) hours per day, but an employee may work up to a maximum of sixteen (16) hours per day upon mutual agreement of the employee and their manager. No bargaining unit member will be required to work more than five (5) consecutive days without a day off unless mutually agreed upon.

The Hospitals shall not schedule any PCA/PCT to rotate more than two (2) different shifts in any four (4) week scheduling period. A PCA/PCT 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 PCA/PCT and the Hospitals.

## **Section 2: Posting of Schedules**

Schedules shall be posted at least fourteen (14) calendar days prior to the beginning of the schedule. Schedule request periods and deadlines shall be defined and clearly communicated to PCA/PCTs. Schedules of PCA/PCTs working in a patient care unit will be visible to all PCA/PCTs working in a patient care unit as of the posting date.

The Hospitals may post an eight (8) week schedule that includes Thanksgiving and Christmas.

The Hospitals may continue to use six (6) week schedules in units where they are already in effect as of March 4, 2025.

## **Section 3: Schedule Build**

Patient care needs are the primary driver of scheduling and assignment of hours. After considering skill mix, clinical competencies, benefit and off-unit time, patient activity and type, and legally required job modifications and accommodations, in the event that more than one bargaining unit member requests the same scheduled hours, the hours will be assigned to the most senior bargaining unit member.

Final approval of each schedule shall be the responsibility of the patient care unit management.

## **Section 4: Record Keeping**

Bargaining unit members are required to submit time worked in a timely and accurate manner.

## **Section 5: Post-Schedule Build – Unassigned Hours Process**

After the initial schedule is posted, unassigned hours will be posted for seven (7) calendar days so that bargaining unit members may sign up for extra hours. In the event more than one bargaining unit member signs up for the same unassigned hours, the hours will be assigned to the most senior bargaining unit member, 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.

Beginning with the first day of the four (4) week schedule any unassigned or available hours will be offered and granted in order of seniority.

## **Section 6: Shift Displacement**

Unless mutually agreed upon, no PCA/PCT can be displaced from a scheduled shift after the schedule is finalized.

## **Section 7: Cancellation of Extra Hours**

When there is a need to temporarily reduce the number of regular staff on a patient care unit, the process will be as follows:

1. Opportunities to float to other units in the hospital will be offered in order of seniority on a rotational basis.
2. Voluntary time off will be offered in order of seniority to bargaining unit members in extra hours as noted on the schedule for that day.
3. Cancellation of extra hours for regular bargaining unit members in inverse order of seniority. In the event a bargaining unit member in extra hours is already at work and is sent home, the bargaining unit member will not be required to return to work. For bargaining unit members who have not yet reported to work, if cancellation of extra hours does not occur at least one and one-half (1 ½) hours prior to the start of the extra hours, the bargaining unit member will be paid two (2) hours of pay at the bargaining unit member's applicable rate.

## **Section 8: Mandatory Time Off (MTO)**

Prior to requiring mandatory time off for PCAs/PCTs in regular hours, voluntary time off will be offered to bargaining unit members in order of seniority. MTO will be assigned to bargaining unit members in inverse seniority.

If the Medical Center determines it needs additional PCA/PCT staff for that same date that an employee(s) has been sent home on MTO, the Medical Center shall attempt by telephone to notify each bargaining unit member(s) in order of seniority on mandatory time off and afford the bargaining unit member(s) the opportunity to work. Bargaining unit members shall have the right to reject the Hospitals offer to work. There shall be no on-call status for PCAs and PCTs.

No bargaining unit member may be directed to take mandatory time off on more than three (3) non-holiday dates, and on no more than one holiday premium date in a fiscal year. If a bargaining unit member is directed to take mandatory time off after the bargaining unit member starts work, it will count as one (1) full date.

Time taken off voluntarily shall not count as MTO for purposes of the three (3) non-holiday MTOs or the one holiday MTO limitation provided for herein. If a bargaining unit member meets the above limits, the bargaining unit member will be exempt from taking mandatory time off for the

remainder of the fiscal year, but shall maintain the bargaining unit member's last date and will be placed back in rotation upon the start of the next fiscal year.

### **Section 9: Voluntary Time Off**

If more than one bargaining unit member is placed on voluntary time off and the Medical Center decides to request one or more of the bargaining unit members to return to work, the option to return shall be offered by seniority.

### **Section 10: Meals and Breaks**

All PCA/PCTs 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 PCA/PCT believes that they will not be able to take an uninterrupted thirty (30) minute meal break, they must notify a manager or designee (which includes charge nurses). A PCA/PCT who does not receive an uninterrupted meal period of thirty (30) minutes will clock out "no-lunch" at the end of their shift.

A PCA/PCT 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 11: Weekend Work**

PCA/PCTs will be scheduled to work weekends as designated by the department, except that all bargaining unit members will be scheduled to be off duty two (2) out of every four (4) weekends. A bargaining unit member will not be scheduled any shift between 7:00 p.m. Friday and 7:00 p.m. Sunday on their off-duty weekend. Exceptions are allowed if mutually agreed to by the bargaining unit member and the Medical Center.

A bargaining unit member will have worked the weekend if the bargaining unit member 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 bargaining unit member and the Medical Center.

## **ARTICLE 15 – EXTRA HOURS**

### **Section 1: Scheduling of Extra Hours**

After the Post-Schedule Build – Unassigned Hours Process, when in the moment extra hours are necessary on the unit, bargaining unit members will be offered extra hours via text message or UKG on a first come first serve basis. A bargaining unit member who opts out of text messaging will waive their opportunity to be notified of extra hours.

If an insufficient number of volunteers are obtained through the procedure outlined above,

qualified bargaining unit members who normally work on other units will be eligible to pick up extra hours work on a first come, first served basis.

## **Section 2: Agency/Travelers Usage**

The Medical Center will not use “agency/traveling” employees in place of PCAs and PCTs without first offering such work to regular bargaining unit members who are qualified to perform the work involved.

When agency and/or traveling employees are assigned to perform the work of PCAs and PCTs, the Medical Center shall ensure that such agency and/or traveling employees receive a complete orientation to PCA and PCT responsibilities on the patient care unit(s) to which they will be assigned. The Medical Center is responsible for certifying that such agency/traveling workers have the necessary competencies to perform work they are assigned.

## **Section 3: Mandation**

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

## **Section 4: Overtime**

Bargaining unit members will be paid overtime compensation when they work more than 40 hours in a work week. 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.

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

## **Section 5: Compensatory Time**

A bargaining unit member may elect to earn compensatory time in lieu of overtime compensation. 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 AND REDUCTION IN FORCE**

### **Section 1: Definition**

Unless otherwise noted “Hospital seniority” shall mean bargaining unit seniority. Hospital seniority is the length of time an employee has been continuously employed as a PCA/PCT from the most recent date of hire by the University.

In the event two or more employees have the same Hospital seniority, the lowest last four digits of the employee’s identification number shall be the tiebreaker.

For the purposes of this Agreement, the terms “reduction in force” and “abolishment” have the same meaning as a layoff.

### **Section 2: Break in Seniority**

Hospital seniority is broken when an employee:

- A. Resigns or retires from University employment. Employees who are rehired within twelve (12) months assume their previous last date of hire adjusted by subtracting the time not employed.
- B. Transfers out of the bargaining unit. Employees who transfer out of the bargaining unit but remain University employees may return to a bargaining unit position and assume their accrued Hospital seniority, less the time they were not employed in the bargaining unit.
- C. Is terminated for cause.
- D. Is on the recall list for a period of more than twelve (12) months.
- E. Elects severance when their position is abolished.

### **Section 3: Hospital Seniority Roster**

The official Hospital seniority roster shall be released updated monthly. The Hospital seniority roster shall be electronically accessible to all bargaining unit members. A copy of all such lists will be forwarded to the designated IAM Credentialed Union Representative and the IAM Chief Steward or designee.

#### **Section 4: Reduction In Force Procedure**

If the Medical Center determines to abolish bargaining unit positions, the Medical Center will continue to make reasonable efforts to avoid such abolishments, including reassignment of duties. In any event, the Medical Center will meet and confer with the Union regarding 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. Bargaining unit members in the impacted patient care unit will be laid off in the inverse order of seniority.
- B. Displaced bargaining unit members will first be placed in a vacant posted bargaining unit position provided they have the ability to perform the work after an appropriate orientation. If more than one vacancy exists for which the displaced bargaining unit member has the ability to perform the work after an appropriate orientation, the bargaining unit member has the option of applying for any available vacancy.
- C. If no vacant position exists, the displaced bargaining unit member may exercise their Hospital seniority to displace the least senior bargaining unit member covered by this Agreement in the impacted service area as defined below in D.
- D. For the purpose of this Section, the following areas shall be considered a service area:
  - a. University Hospitals.
  - b. The Ross Heart Hospital
  - c. Harding Hospital

#### **Section 5: Recall and Severance Options**

If a bargaining unit member under Section 4 of this Article and cannot exercise their seniority or chooses not to do so, the bargaining unit member shall select between one (1) of two (2) options:

- A. Be placed on the list of employees eligible for recall when there are vacancies in bargaining unit positions; or
- B. Accept the University's standard severance package in accordance with University policy 2.40-Staff Severance Policy

Bargaining unit members in abolished positions who elect to be placed on the list of employees eligible for recall shall be entitled to recall into vacant bargaining unit positions, in accordance with the first paragraph of Section 2 of Article 10 – Employment and Hiring. Recalls from

abolishment shall be made in order of Hospital seniority of those bargaining unit members laid off from the bargaining unit.

Bargaining unit members being recalled to work from layoff shall be notified by the Hospital by email and mail sent to each bargaining unit member's last known address. The bargaining unit member shall have ten (10) working days, exclusive of Sundays and holidays, to return to work from the date of delivery.

## **ARTICLE 17 – SICK LEAVE**

### **Section 1: Accrual Rate**

Sick leave credit shall be earned by PCAs/PCTs at the rate of 4.6 hours for each eighty (80) hours of service in active pay status. Part-time PCAs/PCTs shall accrue sick leave on a pro rata basis. PCAs/PCTs shall accumulate sick leave to an unlimited maximum.

### **Section 2: Uses**

Bargaining unit members may use sick leave for the following reasons:

- A. Absence from work due to a personal illness or injury of the PCA/PCT.
- B. Absence from work due to an illness or injury in the PCA/PCT's immediate family requiring the care of the staff member.
- C. Absence from work due to a death in the PCA/PCT'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 nonconsecutive days, approval may be granted.
- D. Medical, dental, or optical examination or treatment of the PCA/PCT or member of the immediate family.
- E. When, through exposure to a contagious disease, either the health of the PCA/PCT would be jeopardized, or the PCA/PCT'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 therefrom 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 eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

### **Section 3: Workers Compensation**

A PCA/PCT who becomes eligible for Workers Compensation payments for loss of time may choose to use sick leave before such payments are made.

### **Section 4: Cash-Out at Retirement**

Upon retiring from active state employment after ten (10) or more years with a State of Ohio agency(s) or political subdivisions, a PCA/PCT may elect to be paid for one fourth (1/4) of the accrued but unused sick leave credit, up to a maximum of two hundred and forty (240) hours. This payment will be based upon the PCA/PCT'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 this Agreement and Policy 6.45 – Unpaid Leave.

### **Section 2: Military Leave and Re-employment Rights**

PCAs and PCTs who are members of Uniformed Services 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 Uniformed Services/Military Reserve and/or Service members.

### **Section 3: Jury Duty Leave**

PCAs or PCTs 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 PCA or PCT whose normal scheduled working hours are other than first shift, the PCA or PCT'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 PCA or PCT 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. PCAs or PCTs 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, and Pregnancy Leave**

All PCAs and PCTs 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 PCA or PCT may apply for an extension of the leave, subject to the approval of the Medical Center.

Upon return from such leave, a bargaining unit member shall be returned to the same position and work schedule the bargaining unit member held prior to the leave.

Such leave is terminated automatically when the PCA or PCT is placed upon total and permanent disability or when the PCA or PCT 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: Parental Time Off**

Parental Time Off benefits will be provided in accordance with this Agreement and Policy 6.27 Paid Time Off. The purpose of parental time off is to provide a birth parent or parent with paid time off to recover from childbirth and/or to care for and bond with a newborn or newly adopted child. All bargaining unit members who meet the definition of birth parent or parent under the Policy are entitled to take such leave.

#### **Section 8: Disaster Relief Leave**

When operational needs allow, the Hospitals will grant leave time to bargaining unit employees for declared disaster relief. Such leaves shall not exceed six (6) working days per calendar year per bargaining unit member. At the bargaining unit member's discretion, the bargaining unit member may elect to use vacation and/or compensatory time.

#### **Section 9: Emergency Benefit Time**

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:

- A. The bargaining unit member makes the request as promptly as possible,
- B. The bargaining unit member provides a reasonable excuse for the request,
- C. The bargaining unit member provides supporting documentation as requested and if available,

The bargaining unit member does not have a pattern of unsatisfactory attendance or a history of making such requests.

## **ARTICLE 19 – HOLIDAYS**

### **Section 1: Holidays Observed**

Represented employees are entitled to the following holidays:

New Year's Day	January 1*
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth Day	June 19*
Independence Day	July 4*
Labor Day	First Monday in September
Veterans Day**	November 11*
Thanksgiving Day	Fourth Thursday in November
Columbus Day	Fourth Friday in November
Presidents' Day	December 24*
Christmas Day	December 25*

\*In the event a Holiday Benefit Pay Date occurs on a Saturday, the Holiday Benefit Pay will be paid on the preceding Friday. In the event a Holiday Benefit Pay Date occurs on a Sunday, the Holiday Benefit Pay will be paid on the following Monday. When December 25 occurs on a Saturday, Presidents' Day will be observed on December 23. In the event 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.

### **Section 2: President's Day and Columbus Day**

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. When the University

intends to observe President’s Day and/or Columbus day on a different date, the University shall notify the Union of such change by the end of the calendar year for observances in the following calendar year.

**Section 3: Holiday Scheduling**

Holidays shall be scheduled among full-time and part-time bargaining unit members as equitably as staffing needs permit. Bargaining unit members shall receive holiday pay in accordance with Article 21 – Wages and Compensation.

**Section 4: Thanksgiving and Christmas**

All bargaining unit members will be scheduled off at least one (1) of Thanksgiving Day or Christmas Day, unless mutually agreed upon.

**ARTICLE 20 – VACATIONS**

**Section 1: Accrual Rates**

Bargaining unit members covered by this Agreement shall be entitled to vacations with pay 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: Vacation Use by New Hires**

Newly hired bargaining unit members are permitted to use vacation time upon accrual.

**Section 3: Accrual Cap**

A bargaining unit member may accumulate vacation pay and vacation time off up to two-hundred and forty (240) hours. Any accumulated vacation on a bargaining unit member’s time off service date in excess of two-hundred and forty (240) hours shall be eliminated from the vacation balance. Part-time PCA/PCTs shall accrue vacation time on a pro rata basis.

#### **Section 4: Requests and Scheduling**

Vacation time off shall be scheduled in accordance with the operational needs of the department subject to the approval of the appropriate departmental administrator. Vacation requests shall be fairly considered. Vacation time off need not be accrued at the time of request; however, the bargaining unit member must be able to accrue the total amount of vacation being requested prior to the posting of the schedule which contains the dates being requested off.

- A. Requests for vacation which will commence and end between May 1st and September 30th shall be made in writing by the bargaining unit member prior to February 15th. The bargaining unit member's vacation request should indicate the bargaining unit member's first and second choice as to vacation weeks. A first round request shall be limited to three (3) vacation weeks. Conflicts in choices within nursing units will be resolved on the basis of Hospital seniority. The Hospital shall post a vacation schedule for the period May 1st to September 30th by March 15th. If a bargaining unit member did not get the requested vacation weeks on the schedule posted by March 15th, the bargaining unit member may resubmit a request by March 22nd for any open slots on the posted vacation schedule. The Hospitals shall post the schedule which includes second requests by April 5th. Each vacation request shall include the first day through last day of the vacation and the total number of hours of benefit time.
- B. Requests for vacation which will commence and end between October 1st and April 30th shall be approved or disapproved twelve (12) weeks prior to the posting of the regular four (4) week schedule (or holiday schedule build if more than four (4) weeks) that includes the vacation time off requested. Conflicts in choice within a nursing patient care unit will be resolved on the basis of Hospital seniority. Each vacation request shall include the first day through last day of the vacation and the total number of hours of benefit time. Requests shall be submitted to the appropriate supervisor via the established scheduling system. All scheduled vacations of PCAs/PCTs shall be visible to all other PCAs/PCTs in the patient care unit.
- C. All other vacation requests shall be submitted to the appropriate supervisor and approved or disapproved with the posting of the regular four (4) week schedule build (or holiday schedule build if more than four (4) weeks).
- D. If two (2) or more bargaining unit members on a given unit submit requests for the same time, hospital seniority is the first tie-breaker. If hospital seniority is equal, then the lowest last four digits of the bargaining unit member's identification number shall be the tiebreaker.

A calendar with all relevant vacation scheduling dates and deadlines will be accessible to all bargaining unit members.

## ARTICLE 21 – WAGES AND COMPENSATION

### Section 1: Base Wages

Effective with the pay period that includes April 1, 2025, eligible bargaining unit members who did not receive a merit increase on September 1, 2024, will receive a merit increase to their current hourly base rate, in accordance with the 2024 review process. This increase will be paid retroactively to the pay period that included September 1, 2024 in accordance with the following schedule.

<u>Rating</u>	<u>Percent Increase</u>
Exceeds:	3.75%
Achieves:	3.5%
Does Not Achieve:	0.5%

#### A. 2025 General Wage Increase and Pay Ranges

Effective the pay period that includes September 1, 2025, all bargaining unit members shall be compensated at a base rate of pay within the pay ranges below.

Title	Min	Max
Patient Care Associate	\$17.51	\$26.40
Senior Patient Care Associate	\$18.03	\$27.69
Lead Patient Care Associate	\$18.54	\$29.07
Psychiatric Care Technician	\$17.51	\$26.40
Senior Psychiatric Care Technician	\$18.03	\$27.69
Lead Psychiatric Care Technician	\$18.54	\$29.07

#### B. 2026 General Wage Increase and Pay Ranges

Effective the pay period that includes September 1, 2026, all bargaining unit members shall be compensated at a base rate of pay within the pay ranges below.

Title	Min	Max
Patient Care Associate	\$17.86	\$26.93
Senior Patient Care Associate	\$18.39	\$28.24
Lead Patient Care Associate	\$18.91	\$29.65
Psychiatric Care Technician	\$17.86	\$26.93
Senior Psychiatric Care Technician	\$18.39	\$28.24
Lead Psychiatric Care Technician	\$18.91	\$29.65

#### C. 2027 General Wage Increase and Pay Ranges

Effective the pay period that includes September 1, 2027, all bargaining unit members shall be compensated at a base rate of pay within the pay ranges below.

<b>Title</b>	<b>Min</b>	<b>Max</b>
Patient Care Associate	\$18.04	\$27.20
Senior Patient Care Associate	\$18.57	\$28.52
Lead Patient Care Associate	\$19.10	\$29.94
Psychiatric Care Technician	\$18.04	\$27.20
Senior Psychiatric Care Technician	\$18.57	\$28.52
Lead Psychiatric Care Technician	\$19.10	\$29.94

**Section 2: New Hire**

Upon hire into the bargaining unit, a PCA/PCTs starting wage will be established based on the PCA/PCTs relevant internal and external experience as compared with existing PCA/PCTs. The Medical Center agrees that no newly hired PCA/PCT will earn a base hourly wage rate that is greater than the base hourly wage rate of an existing PCA/PCT with the same relevant internal and external experience, provided that the existing PCA/PCT had at least an “achieves” or equivalent rating on their most recent performance evaluation.

**Section 3: Merit Increase**

Effective the pay period that includes September 1, 2025, September 1, 2026, and September 1, 2027, PCA/PCTs shall participate in the Medical Center's annual compensation review process and shall be eligible for merit-based increases to their pay in accordance with the following schedule.

<u>Rating</u>	<u>Percent Increase</u>
Exceeding:	2.5%
Achieving:	2%
Performing:	1%
Not Achieving:	0%

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.

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.

#### **Section 4: Market Increase**

Effective the pay period that includes April 1, 2025, all bargaining unit members will receive a 1% market increase added to their current hourly base rate.

Effective the pay period that includes September 1, 2025, all bargaining unit members will receive a 2.5% market increase added to their base hourly wage.

Effective the pay period that includes September 1, 2026, all bargaining unit members will receive a 2% market increase added to their base hourly wage.

Effective the pay period that includes September 1, 2027, all bargaining unit members will receive a 1% market increase added to their base hourly wage.

#### **Section 5: Shift differential**

A PCA/PCT shall receive a shift differential of fifteen percent (15%) of the PCA/PCT's base pay for all hours worked from 3:00pm to 8:00am. Shift differential will be paid to a PCA/PCT provided the PCA/PCT 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 PCA/PCT who works between the hours of 11:00pm Friday and 11:30pm Sunday shall receive a weekend differential of two dollars and twenty-five cents (\$2.25) per hour in addition to their shift differential if applicable.

#### **Section 7: Holiday Pay**

The University will provide holiday benefits for PCA/PCTs in accordance with Policy 6.20 – Holidays.

#### **Section 8: Senior and Lead Pay**

Employees who obtain Senior PCA or Senior PCT status shall receive a five percent (5%) base rate of pay increase.

An employee promoted to a Lead PCA or Lead PCT shall receive a five percent (5%) base rate of pay increase.

#### **Section 9: Float Differentials**

A PCA or PCT who is in a float position shall receive a float differential of five percent (5%) of the PCA/PCT's base pay for all hours worked.

If a unit has a staffing need, that unit will attempt to cover its need with its own staff or use other staffing alternatives. If it becomes necessary to float a non-Float Pool PCA or PCT, the non-Float

Pool PCA or PCT will be paid a float differential of one dollar (\$1.00) per hour for each hour they float.

### **Section 10: 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: Benefits Provided**

The University will provide group medical, dental, and vision benefits to bargaining unit members on the same basis as such benefits are provided to all other non-bargaining unit staff at the University.

### **Section 2: Employer and Employee Contributions**

The University shall continue to pay a share of costs for employee benefits. 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 3: Changes to Benefit Plans**

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 confer regarding the contemplated changes with IAM prior to the effective date of the change.

### **Section 4: Health Plan Oversight Committee**

The Union may appoint at least one (1) representative and one (1) alternate representative to the Health Plan Oversight Committee. Such representatives shall be paid at their normal hourly rate for all time spent in Health Plan Oversight Committee meetings.

## **Section 5: Insurance Premium Holiday**

If the University declares an insurance premium holiday, it shall also apply to employees covered by this Agreement.

## **ARTICLE 23 – LABOR MANAGEMENT AND PCA/PCT OPERATIONAL STANDARDS OF CARE COMMITTEE**

### **Section 1: Mission and Purpose**

The mission of the Labor Management and Operational Standards of Care Committee (LMC/OSC) 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.

The purpose of the LMC/OSC 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 LMC/OSC is comprised of represented employees and shall be established for the purposes of reviewing conditions of patient care delivery, means of improving such conditions, and making recommendations to patient care administrators. LMC/OSC business may include, but is not limited to:

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.
7. An opportunity to discuss operational standards of care such as staffing in the facility and in each unit, department, and practice area; patient safety and professional development and training.

The LMC/OSC 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.

LMC/OSC meetings are not negotiations and may not alter the basic Agreement.

## **Section 2: Committee Meetings and Membership**

The LMC/OSC will meet six (6) times a year, or more often by mutual agreement. The Union and The Medical Center 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 Committee. In addition to the bi-monthly meetings above, senior nursing leadership will meet with the LMC/OSC two (2) times during the calendar year to discuss operational standards of care.

Participants shall consist of: up to ten (10) bargaining unit members selected by the IAM, and up to ten (10) 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 3: Union Preparatory Meeting**

Union-appointed members of the committee shall be released from their work responsibilities with full pay for up to one hour prior to the committee meeting to discuss LMC/OSC related agenda matters without the presence of management. Paid release time shall continue until the end of the LMC/OSC meeting.

Union-appointed members of the committee who are not scheduled to work at the time such meetings take place, and who attend such meetings, shall receive paid time for the total combined length of the union preparatory period and the LMC/OSC meeting.

The Union shall be exclusively responsible for facilitating and setting the agenda of the preparatory meeting.

## **Section 4: Side Agreements**

Matters that may require a memorandum of understanding, letter of agreement or similar agreement shall be discussed at the LMC/OSC with the appropriate parties present. The LMC/OSC does not have the authority as a body to enter into such agreements.

## **Section 5: Labor-Management Collaboration**

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

## **ARTICLE 24 - FLOATING**

### **Section 1: Float Pool**

The purpose of a Float Pool is to augment regular PCA and PCT staff on patient care units. When the Medical Center experiences an emergent need for PCA/PCT staffing in a patient care unit, Float Pool bargaining unit members may be used for this purpose prior to assigning non-Float Pool Bargaining Unit members to float.

Float Pool positions shall be posted and bid on in accordance with Article 10 – Employment and Hiring, Section 2: Filling of Vacancies.

Bargaining unit members who accept Float Pool positions shall receive a comprehensive orientation, which shall include all of the clinical competencies necessary to safely float within the Medical Center.

### **Section 2: Clinical Competencies to Float**

A bargaining unit member shall not be floated to a patient care unit until after completion of orientation where their competencies have been certified by a preceptor, nursing educator, and manager.

The Medical Center shall maintain a record of all minimum clinical competencies required for PCAs and PCTs to work in each patient care unit. Such record shall be available within a reasonable period of time upon request.

Bargaining unit members who are new to a patient care unit shall not be floated to or pick up extra hours on another patient care unit for three (3) months after completion of orientation unless mutually agreed upon by the bargaining unit member and their manager.

### **Section 3: Floating Assignments**

When a bargaining unit member is needed to float:

1. The unit shall ask for volunteers who are qualified to float and offer opportunities by seniority.
2. If more staff is needed, a bargaining unit member in regular hours who is qualified to float may be floated in inverse order of seniority on a rotational basis.
3. If further staffing is required, a bargaining unit member in extra hours who is qualified to float may be floated in inverse order of seniority on a rotational basis.

A bargaining unit member shall not be required to float to more than one (1) non-home unit during the course of their shift, except when floating from a floor assignment to a sitting

assignment (or vice versa), and/or consecutive sitter assignments. Upon mutual agreement of the employee and their manager a bargaining unit member may agree to additional floating assignments.

#### **Section 4: Float Differentials**

Float differential information may be found in Article 21 – Wages and Compensation.

### **ARTICLE 25 – STAFFING STANDARDS**

#### **Section 1: Staffing System**

The Medical Center shall have a staffing system based on assessment of patient needs, evidence of appropriate staffing standards, and applicable state and federal regulations. Based on this system, the Medical Center shall implement a staffing plan that provides adequate, appropriate, and quality delivery of health care services and protects patient safety.

Patient needs will be evaluated using clinical criteria. If the Medical Center uses a mechanism/tool, such as an acuity program, to inform staffing decisions, the Medical Center shall inform the Labor Management and PCA/PCT Operational Standards of Care Committee of such mechanism/tool and provide complete information to the Union about the mechanism/tool upon request.

Concerns regarding staffing may be referred to the Labor Management and PCA/PCT Operational Standards of Care Committee.

### **ARTICLE 26 – PARKING**

#### **Section 1: Parking Passes and Garage Access**

PCAs and PCTs shall be eligible for parking passes 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.

#### **Section 2: No Discipline**

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

## **Article 27 - UNIFORMS**

### **Section 1: Reimbursement**

If, during the course of this Agreement, a Medical Center-wide uniform program is adopted, such program shall be implemented for bargaining unit members.

### **Section 2: Existing Practice**

Wherever it has been the practice for the University to furnish and maintain uniforms for bargaining unit members, such practice will be continued for the life of this Agreement.

## **ARTICLE 28 – MISCELLANEOUS**

### **Section 1: Personnel Files**

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.

A Credentialed Union Representative shall be provided a copy of a Bargaining Unit Member's personnel file in the course of representing the bargaining unit member upon request.

### **Section 2: Strikes by Other Employee Groups**

In the event of a strike by other employees of the Medical Center not covered by this Agreement, the Medical Center shall not require any bargaining unit member to perform work outside of their job description.

### **Section 3: Clinical Orientation Program**

All PCAs and PCTs employed by the Medical Center will be provided a Clinical Orientation to their position, its scope and responsibilities, their assigned patient care unit, and required competencies and skills. The orientation period will last for at least four (4) weeks provided the bargaining unit member has not previously completed a Clinical Orientation program at the Medical Center within the last one (1) year. During the period of the Clinical Orientation program, a new bargaining unit member shall be assigned a preceptor. A new bargaining unit member shall have the opportunity to meet with their preceptor regularly, to ask them questions, to shadow their work and vice versa.

### **Section 4: Precepting**

When operationally feasible, Senior PCAs, Lead PCAs, Senior PCTs, and Lead PCTs, will be responsible for precepting on their home unit. Precepting involves assisting another employee in acquiring professional skills, knowledge and competencies necessary for PCA or PCT practice.

## **Section 5: Work-Related Injury and Illness**

The Hospitals will provide initial treatment for work-related illness and 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 or the illness/injury is of an emergency nature.

## **Section 6: Sitting Assignments**

Sitting is defined as an assignment made to monitor a patient for their safety and provide general care. An employee may elect to sit for a shift of up to twelve (12) consecutive hours.

When a bargaining unit member is sitting for a patient, there should be a detailed hand-off report, including relevant information about the patient.

## **Section 7: Communication Device**

Bargaining unit members may be issued a work communication device for use during their shift.

# **ARTICLE 29 – NO STRIKE/NO LOCKOUT**

## **Section 1: No Strike/ No Lockout**

During the term of this Agreement, there shall be no lockout by the University and neither IAM, nor any employee subject to this Agreement, shall authorize, cause, sanction, participate or engage in any work stoppage, curtailment of work activities, strike, sympathy strike, slowdown, or boycott of the University by this bargaining unit.

## **Section 2: Violation**

In the event a bargaining unit member violates this Article, the University may discipline that bargaining unit member and such discipline is subject to the grievance and arbitration provisions of this Agreement.

# **ARTICLE 30 – POSTING OF AGREEMENT**

## **Section 1: Review and Concurrence**

Within fifteen (15) working days following ratification, the University shall provide IAM with an electronic copy of the draft official version of this Agreement for IAM review and concurrence. The draft official version shall be accompanied by an itemized list of any edits suggested by the University. Such suggested edits shall be limited to spelling corrections and minor formatting adjustments that do not change the meaning and effect of the agreed upon

language.

### **Section 2: Timeline for Posting**

The University and IAM will use their best efforts to ensure that this Agreement is posted within forty-five (45) calendar days following ratification. The Agreement will not be posted until both parties approve the final camera-ready version. This requirement does not delay the effective date of the Agreement in Article 32 – Duration.

### **Section 3: Distribution of Agreement**

The University shall make appropriate arrangements for IAM’s access to University facilities, including but not limited to employee break rooms, to facilitate IAM’s distribution of the Agreement to each bargaining unit employee.

## **ARTICLE 31 – ALTERATION OF AGREEMENT AND WAIVER**

### **Section 1: Alteration of Agreement**

No agreement, alteration, waiver or modification of any of the terms and conditions contained herein shall be made by any employee covered by the 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.

## **ARTICLE 32 – DURATION**

### **Section 1: Term**

This Agreement shall be effective April 7, 2025 and shall continue in full force and effect until midnight on April 7, 2028 and thereafter from year to year unless either party gives at least sixty (60) calendar days’ written notice prior to April 7, 2028 or any yearly anniversary date thereafter to terminate the Agreement.

Retroactive pay agreed to in Article 21 – Wages and Compensation shall be paid as soon as practicable after the effective date of this Agreement.

**For the Union**

  
**Brian Bryant**  
International President  
The International Association of Machinists  
and Aerospace Workers

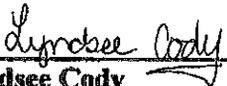
  
**Shane Brinton**, Chief Negotiator  
Director, IAM Healthcare  
The International Association of Machinists  
and Aerospace Workers

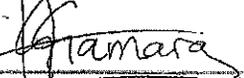
  
**Rich Nadeau**  
Special Representative, IAM Healthcare  
The International Association of Machinists  
and Aerospace Workers

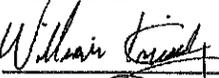
  
**Kelly Williams**  
Senior PCA

  
**Dylan England-Carroll**  
Senior PCT

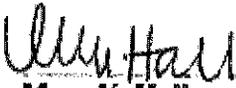
  
**Regina Whitehead**  
Lead PCA

  
**Lyndsee Cody**  
Senior PCA

  
**Katie Kumara**  
Senior PCA

  
**William Knisely**  
PCA

**For The Ohio State University**

  
**Mary K. Hall**  
Senior Vice President  
Talent, Culture and Human Resources  
Office of Human Resources

  
**Andrew Fraley**, Chief Negotiator  
Lead Labor Relations Consultant  
The Ohio State University  
Wexner Medical Center

**Erika Pearsol-Christie**  
**Kristie Henneman**  
**Thomas Ramey**  
**Daniel Whitehurst**  
**Jaime Witschger**  
**Christine Eastep**  
**Brett Hagenbuch**  
**Melissa Hartman**  
**Nickenzie Leonard**  
**Meghan Ruby**  
**Lorrie Strassel**  
**Timothy Ringer**  
**Molly Hanrahan**  
**Meredith Magee**  
**Dan Townsend**  
**Meagan Paskins**  
**Steve Stone**  
**Darius Smith**

**MEMORANDUM OF UNDERSTANDING  
Patient Demand Incentive Program**

**Between The Ohio State University  
and  
The International Association of Machinists and Aerospace Workers**

This Memorandum of Understanding (hereinafter “MOU”) is made by and between The Ohio State University (hereinafter “University”) and the International Association of Machinists and Aerospace Workers (hereinafter “IAM Healthcare”). The purpose of this-MOU is to encourage PCAs/PCTs to work additional hours to meet patient care needs.

In order to meet patient care demands, the Medical Center may offer the following incentive options:

**1. Incentive Pay**

- a. The Chief Nursing Officer or designee approves the initiation of incentive pay to meet the patient care needs in the department.
- b. PCAs/PCTs with the correct competencies, who choose to pick up an additional 4-hour block of extra hours will be paid an additional \$50.00 for each 4-hour block worked (amount to be prorated for procedure units is per \$12.50/hour). PCAs/PCTs who are scheduled to work an incentive shift but do not work shall not receive the incentive pay.
- c. Posting/approving of incentive hours shall be done pursuant to Article 14 - Hours of Work and Article 15 - Extra Hours.

**2. Eligibility**

- a. In the event that an employee schedules an incentive pay shift after they are scheduled their full FTE complement, and the employee calls off during the pay period, the employee will be ineligible for the incentive pay hours equal to the call-off hours. For example, a PCA/PCT who works a 12-hour incentive shift but calls off eight (8) regular hours shall forfeit eight (8) hours of incentive pay.
  - i. Pre-approved vacation will count towards hours worked.
  - ii. Pre-scheduled FMLA, pre-scheduled sick leave, or leave as an accommodation submitted prior to the closure of a given scheduling period shall count toward meeting a PCA/PCT’s FTE complement. For the purposes of earned IP bonus cancellation specifically, FML usage (either pre-scheduled in the future or intermittent usage) or leave as an accommodation should not be used to cancel earned IP bonus hour-for-

hour.

- iii. Approved bereavement, jury duty, military leave, workers' compensation and leave associated with a documented workplace injury shall count toward meeting a PCA's/PCT's FTE complement.
  - iv. Hours not worked at the direction of the employer related to an infectious disease exposure at work that requires quarantine shall count toward meeting a PCA's/PCT's FTE complement.
- b. All scheduled shifts (including incentive pay shifts) count towards the attendance policy.
  - c. Manager and employee agree that any additional hours shall not be beyond the employees' fatigue capacity.
  - d. PCAs/PCTs who are employed by a patient care unit that is not experiencing gaps in meeting patient care needs may volunteer to work an incentive assignment within their same hospital business unit, if the following criteria are met and approved:
    - i. The patient care needs are met in the PCA's/PCT's home unit.
    - ii. The PCA's/PCT's home unit patient care needs are not negatively impacted.
    - iii. The PCA/PCT has prior management approval from their home unit. Such approval to work incentive pay shifts outside of a home unit shall not be unreasonably withheld.
- 3. This MOU does not establish a precedent for how similar matters will be addressed in the future.
  - 4. The incentive program will remain in effect until the current collective bargaining agreement expires.

# FY2025 • Employee Name

Health System | Business Unit

Status:

## GOALS & OBJECTIVES

### Performance Goal #1

**Team Goal:**

Talent and Culture- Contribute/participate in an action plan to improve staff engagement for my unit/ department.

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### **Comments / Coaching Notes**

(none)

### Performance Goal #2

**Team Goal:**

-World Class Care- Meet all hospital and unit KPIs for patient experience, quality and safety. (Improve by >5% = achieving, improve by >10% = excelling).

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### **Comments / Coaching Notes**

(none)

### Performance Goal #3

**Team Goal:**

-Operational Excellence- Participate in departmental efforts to reduce costs such as decreased LOS, increase throughput, reduce turnaround times, reduce waste.

Meet requirements to facilitate a successful move to the new tower.

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### **Comments / Coaching Notes**

(none)

## PROFESSIONAL DEVELOPMENT

### Professional Development Goal #1

-Professional Development Goal- Each staff member chooses a professional development goal.

## Comments / Coaching Notes

(none)

## COMPETENCIES & VALUES

### Competency #1

How we achieve our goals is just as important as the accomplishments themselves. The impact we have on others can support or undermine the team environment that drives our success.

At The Ohio State University Wexner Medical Center, we embody the **Buckeye Spirit** in everything we do through our shared values of:

- Inclusiveness
- Empathy
- Ownership
- Determination
- Sincerity
- Innovation

**Team members:** When developing your annual goals and participating in check-in conversations throughout the year, consider the impact of your behavior on your teammates and colleagues, ensuring that it aligns with our Buckeye Spirit Values. Ask for support as needed.

**Leaders:** Incorporate our Buckeye Spirit Values into check-in conversations with your team members. As you discuss progress, share (and solicit) feedback; provide coaching and offer support; and ultimately evaluate success, recognize and discuss behavioral impact. Discuss how each team member is leveraging our Buckeye Spirit Values to achieve goals, as well as how you demonstrated the values as a leader.

[Click here](#) for more information about our Buckeye Spirit Values.

## Comments / Coaching Notes

(none)

## YEAR-END SELF REVIEW

Available 4/16/25

## YEAR END PERFORMANCE RATING

Manager rating not entered

## YEAR END MANAGER REVIEW

Manager review not started

## SIGNATURES

**Manager Signature:**

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**Employee Signature:**

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# Resources

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**Ratings** tab explains the rating scale.

*Remember: Performance is more than an appraisal.*

*This four-level scale allows for nuanced coaching and provides actionable next steps for every team member.*

*It removes the concept of being "average" and offers more context for continual growth.*

## Rating Scale

### 4 : Exceeding

- Contributions have made an outstanding impact on the achievement of department and university priorities, supported by measurement, or innovative process improvement which impacts mission
- Exhibits mastery in all dimensions of role and responsibilities
- Serves as an inspirational role model for behaviors consistent with the mission and values

### 3 : Achieving

- Individuals who regularly meet and sometimes go beyond expectations and role requirements
- Fully qualified, competent in the role
- Behavior consistently aligns with our values contributing positively to the organization

### 2 : Performing

- Performance meets some, but not all, expectations, ability to grow in work related competency
- Is still orienting to unit or organization
- Relational skills need refined to align with our values and sustain a positive work environment
- Continued development, learning, improvement may be needed to be fully successful

### 1 : Not Achieving

- Meets few (or none) of the expected results
- Does not demonstrate behaviors that reflect our mission and values

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**Help/Issues** tab takes you to the HR Performance Tool Inquiry form.

## HR Performance Tool Inquiry

Report outage, bug or request changes to the HR Performance application

- Indicates required
- Please describe your question or issue

Submit

### Required information

Please describe your question or issue

[Add attachments](#)





**MEMORANDUM OF UNDERSTANDING  
Floating Assignments Order Alteration**

**Between The Ohio State University  
and  
The International Association of Machinists and Aerospace Workers**

This Memorandum of Understanding (hereafter referred to as “MOU”) is entered into by the International Association of Machinists and Aerospace Workers (hereafter referred to as “Union” or “IAM Healthcare”) and The Ohio State University Wexner Medical Center (hereafter referred to as “Employer”). The purpose of this is to provide a change in the order of floating of PCA and PCT bargaining unit members (hereafter referred to as “PCA/PCT”) when the need to float is identified.

By executing this document, the parties agree that:

1. The current Collective Bargaining Agreement (hereafter “Agreement”), effective April 7, 2025 through April 7, 2028, enumerates floating assignments in Article 24 – Floating, Section 3. It currently reads as follows:

Section 3: Floating Assignments

When a bargaining unit member is needed to float:

1. The unit shall ask for volunteers who are qualified to float and offer opportunities by seniority.
2. If more staff is needed, a bargaining unit member in regular hours who is qualified to float may be floated in inverse order of seniority on a rotational basis.
3. If further staffing is required, a bargaining unit member in extra hours who is qualified to float may be floated in inverse order of seniority on a rotational basis.

A bargaining unit member shall not be required to float to more than one (1) non-home unit during the course of their shift, except when floating from a floor assignment to a sitting assignment (or vice versa), and/or consecutive sitter assignments. Upon mutual agreement of the employee and their manager a bargaining unit member may agree to additional floating assignments.

2. The parties have identified an opportunity to address floating efficiency by making a change in the order of floating as it currently exists. With this MOU, the parties agree to alter the Article 24, Section 3 language to read as follows:

Section 3: Floating Assignments

When a bargaining unit member is needed to float:

1. The unit shall ask for volunteers who are qualified to float and offer opportunities by seniority.

2. If more staff is needed, a bargaining unit member in extra hours who is qualified to float may be floated in inverse order of seniority on a rotational basis.

3. If further staffing is required, a bargaining unit member in regular hours who is qualified to float may be floated in inverse order of seniority on a rotational basis.

A bargaining unit member shall not be required to float to more than one (1) non-home unit during the course of their shift, except when floating from a floor assignment to a sitting assignment (or vice versa), and/or consecutive sitter assignments. Upon mutual agreement of the employee and their manager a bargaining unit member may agree to additional floating assignments.

3. This MOU comprises the full and complete agreement between the parties with respect to the matters addressed herein.
4. This MOU supersedes and replaces only Section 3 of Article 24 – Floating, as specified above. The remainder of the Article and the Agreement shall remain unchanged.
5. This MOU does not establish a precedent for how similar matters will be addressed in the future.
6. This MOU will remain in full force and effect through April 7, 2028, or until otherwise modified by mutual agreement between the parties.

**WHEREFORE, the undersigned agree to the terms of this MOU set forth herein.**

Richard Nadeau  
For IAM Healthcare

11/14/2025  
DATE

Andrew Fraley  
For OSUWMC

11/17/2025  
DATE