

**Memorandum of Understanding  
Temporary Staffing Incentive Program**

This Memorandum of Understanding (hereafter referred to as "MOU") is entered into by the Ohio Nurses Association (hereafter referred to as "ONA") and The Ohio State University Wexner Medical Center (hereafter referred to as "Employer"). The purpose of this MOU is to provide additional staffing incentives and flexibility in nursing areas for the timeframe set out below.

By executing this document, the parties agree that:

1. Effective 7 pm July 1, 2022 and continuing until January 2, 2022, All opportunities posted will be eligible for a separate bonus rate (Temporary Staffing Incentive or TSI) if the nurse is willing to float anywhere within their business unit. The TSI rate applies to the in the moment and schedule build for those staff who are willing to float.
2. Opportunities will be offered to any unit-based nurse and resource pool-based nurse with the appropriate competency and will be granted on the basis of Hospital seniority as defined in Article 16. TSI shifts will be posted for the period between 7pm Thursday, July 1, 2021 through 7pm Sunday, January 2, 2022. All regular Schedule Build IP shifts not yet worked by 7pm July 1 are eligible to be converted to TSI with agreement to float from the nurse.
3. After July 17, all Schedule Build Incentive Pay shifts will be posted as TSI and will be required to float at the hospital's discretion in order to receive TSI.
4. For nurses who choose not to float off their home unit, current schedule build Incentive Pay and in-the-moment Incentive Pay will remain in place.
5. Opportunities will be posted at the unit level.
6. The Nurse will receive:
  - a. \$190 total (less applicable withholdings) for every four (4) hour incentive block worked as part of the TSI program.
  - b. TSI rate is inclusive of the \$2.50 per hour float differential provided for in Article 14 Section 8.
7. Nurses who pick up these shifts must work on any unit within their competency. Nurses must be competent to take a full assignment. For example: A nurse who picks up a Medical-Surgical opportunity can be placed on any unit to care for Medical-Surgical patients. Assigning nursing units under this agreement is among those in the nurse's home business unit (James/UH/Ross/Harding). Exceptions are allowed if mutually agreed to by the nurse and the hospitals. Nurses who normally work in higher-level care

areas (ICU, PCU) can voluntarily pick up shifts in lower-level care areas (PCU/MS) if competent. Nurses will not be forced to float outside of their normal level of care.

8. The Hospitals will not cancel a TSI shift while also forcing a nurse in regular hours to float.
9. Nurses in the TSI Staffing Incentive Program will be canceled prior to other extra hours (excluding those that are mandated) in the following order:
  - a. Voluntary time off will be offered in order of seniority to nurses in TSI hours as noted on the schedule for that day.
  - b. Cancellation of IRP nurses in TSI hours is in order of inverse IRP seniority.
  - c. Cancellation of TSI hours for regular nurses is in inverse order of seniority. In the event that a nurse in extra hours is already at work and is sent home, the nurse will not be required to return to work. For nurses who have not yet reported to work, if cancellation of extra hours doesn't occur at least one and one-half (1 ½) hours prior to the start of the extra hours, the nurse will be paid two (2) hours of pay at the nurse's applicable rate.
10. Notwithstanding Appendix D of the 2019-2022 Collective Bargaining Agreement between the Union and the Employer, IRP nurses are eligible to pick up assignments designated as TSI Staffing incentive pay and would be eligible for the TSI Staffing incentive pay after they are scheduled for their 16 hours per 4-week period per contract. Cancellation by the hospitals of the regularly scheduled IRP hours would not disqualify them from receiving the bonus.
11. Call-off criteria and impact on incentive pay bonus payment:
  - a. A nurse who calls off regular hours shall not be eligible for incentive pay for hours equal to the number of regular hours called off. (For example, a nurse who works 16 hours of incentive pay but calls off 8 regular hours shall forfeit 8 hours of incentive pay.)
  - b. Pre-scheduled FMLA or pre-scheduled sick leave submitted prior to the closure of a given scheduling period shall count toward meeting a nurse's FTE complement under Section 2c of the Patient Demand Incentive Program MOU.
  - c. Approved bereavement, jury duty, military leave, workers' compensation and leave associated with a documented workplace injury shall count toward meeting a nurse's FTE complement under Section 2c of the Patient Demand Incentive Program MOU.
  - d. 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 nurse's FTE complement under Section 2c of the Patient Demand Incentive Program MOU.
  - e. Hours missed due to an adverse reaction to a COVID vaccine shot shall not disqualify a nurse from receiving TSIP.

12. When it is deemed necessary to float nurses from a unit, the following order will be followed:
- Travelers
  - Ask for volunteers first
  - Float Pool in TSIP
  - IRP TSIP
  - IRP in regular hours
  - Off unit TSIP
  - Home unit TSIP
  - Float Pool pre-assigned in regular hours
  - All forced floating within each of the above designations will be done in inverse order of seniority on a rotational basis.
13. This MOU comprises the full and complete agreement between the parties with respect to the matters addressed herein.
14. This MOU supersedes any previous agreements executed by the parties regarding this subject.
15. This MOU does not establish a precedent for how similar matters will be addressed in the future.
16. The parties agree to meet and discuss the performance of the program and intentions about extending the program by mutual agreement no later than December 17, 2021. At any such meeting, the hospitals will share up to date functional vacancy data.
17. This MOU will remain in effect until January 2, 2022.

This Agreement is entered into and signed this 29<sup>th</sup> day of September 2021.


Signatures:

  
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 The Ohio Nurses Association

9/29/2021  
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 The Ohio State University Nurses Organization

9/29/2021  
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 The Ohio State University

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