MEMORANDUM OF UNDERSTANDING
PATIENT DEMAND INCENTIVE PROGRAM

This Memorandum of Understanding (hereafter referred to as "MOU") is entered into by the Ohio State University Nurses Association (hereafter referred to as "Union") and The Ohio State University Wexner Medical Center (hereafter referred to as "Employer"). The purpose of this is to establish a patient demand incentive program pursuant to Article 15 Section 6 of the Collective Bargaining Agreement (hereafter referred to as "CBA") between the Union and the Employer. The Hospitals, may, with the agreement of ONA, implement incentives offered to bargaining unit nurses (hereafter referred to as "Nurses") working voluntary extra hours.

By executing this document, the parties agree that:

1. The patient demand incentive program is intended to encourage nurses to work additional hours to help staffing shortages when all of the following criteria are met. In order to meet staffing demands the hospitals may offer the following incentive options:

    a. Schedule Build – anticipated resource need incentive, units that meet the 20% functional vacancy.

        i. Functional vacancy shall mean the number of nursing staff available (less known vacation, sick, holiday, nurses in orientation and FML) to care for patients on a given unit divided by the number of required nurses needed to provide direct patient care.

        ii. The Administrator for Nursing Operations (i.e., CNO, ACNO) approves the initiation of the schedule build incentive to meet the required staffing pattern in a particular nursing or business unit. The schedule build incentive shall be clearly communicated to staff prior to request window.

        iii. Nurses, with the correct competency, who voluntarily pick up an additional 4-hour block of extra hours will be paid $160 for each 4-hour block (amount to be prorated for procedure and/or outpatient units $40.00/hr). Nurses who are scheduled to work an incentive shift but do not work shall not receive the incentive pay.

        iv. Posting/approving of schedule build incentive hours shall be done pursuant to Article 14 Section 2 "Post-schedule build – Unassigned hours process" of the CBA. Nurses may pick up schedule build incentive hours up to seventy-two (72) hours prior to the start of the shift. Vacancies that remain unfilled at that time shall be subject to the in-the-moment incentive program.

    b. In-the-moment - unanticipated resource need incentive.

        i. The in-the-moment incentive will be offered prior to the mandation of extra hours. Nurses who do not volunteer for an incentive shift and are subsequently mandated,

would not receive the in the moment incentive pay. Nurse Manager, Assistant Nurse Manager or Administrative Nursing Supervisor can authorize the use of the in- the-moment incentive.

ii. The in the moment incentive will be offered anytime within seventy- two (72) hours of anticipated need. There shall be at least a thirty (30) minute window for nurses to respond. At the end of this period of time, opportunities will be granted by seniority. If there is still a need for additional staff on the unit, opportunities will be awarded on a first come first serve basis. Nursing leadership should make a reasonable effort to project staffing seventy-two (72) hours in advance, and offer incentive if anticipated needs are expected.

iii. Any bargaining unit RN, with the correct competency, who voluntarily picks up hours for the in-the-moment incentive, will be paid an additional $128 for each 4 hour block of extra hours worked in an in-patient unit and $32 for each 1 hour block of extra hours worked in an outpatient/procedural unit.

iv. The in the moment incentive program is not intended to supplement regular monthly scheduling procedures. Rather, the program is intended to be used in "the moment" to cover unexpected situations where previously scheduled hours go uncovered for unforeseen reasons.

2. The following criteria would apply to all the incentive programs above:

a. Nursing leadership shall follow all applicable ONA contract language, to include offering the incentive by seniority, to the Nurse(s) who voluntarily picks up the shift at the time of the need.

b. All incentive hours worked are eligible for all applicable differentials.

c. Incentive pay hours shall be designated as and considered “extra hours” as outlined in Article 14 Section 3 of the CBA and will be cancelled by the Employer in accordance with Article 14 Section 3 of the CBA in inverse seniority. Incentive pay will not be paid in the event of a cancellation prior to the start of the extra hours. Once the nurse begins working the extra hours the hospitals shall guarantee that the nurse receives the full incentive pay amount for the unit.

d. Nurses will only be eligible to work assignments approved under the program for which they possess the requisite competency, and only after they have worked their full FTE complement for the pay period. Pre-approved vacation will count towards hours worked.

i. 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.)

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 nurse'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 nurse'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 nurse's FTE complement.

v. Hours missed due to an adverse reaction to a COVID vaccine shot shall not disqualify a nurse from receiving incentive pay.

vi. Hours missed due to COVID related symptoms/illness shall not disqualify a nurse from receiving incentive pay provided a COVID test is administered.

e. Nurses may volunteer to work an incentive assignment outside of their home unit in accordance with No. 1 above if:

i. The staffing needs are met in the nurse's home unit.

ii. The nurse's home unit staffing levels are not negatively impacted.

f. Approval to work incentive pay shifts outside of a home unit shall not be unreasonably withheld.

g. Nurses mandated to be in an on-call status shall be eligible for incentive pay for the hours the nurse actually works during the on-call period at a rate of $25 per hour worked. The incentive pay for these hours is in addition to any other compensation the nurse may be entitled to because of being placed in an on-call status or working on-call hours.

h. Notwithstanding Appendix D of the Collective Bargaining Agreement between the Union and the Employer, IRP nurses are eligible to pick up assignments designated as incentive pay and would be eligible for the incentive pay only after they are scheduled to work at least thirty-two (32) hours per 4-week schedule period per contract**.** Cancellation by the hospitals of the regularly scheduled IRP hours would not disqualify them from receiving the incentive pay.

i. This MOU comprises the full and complete agreement between the parties with respect to the matters addressed herein. This Agreement will remain in full force and

effect until September 30, 2026, or until otherwise modified by mutual agreement between the parties. Sixty days prior to the expiration, the parties agree to meet and discuss the utilization and effectiveness of the program.

j. This MOU supersedes any previous agreements executed by the parties regarding this subject.

k. This MOU does not establish a precedent for how similar matters will be addressed in the future.