Memorandum of Understanding
Patient Demand Incentive Program

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

1. All regular full-time and part-time nurses that voluntarily work hours approved as outlined below:

    a. **In-the-Moment Incentive Pay $32/Hour** – Incentive pay shall be offered at $32 per hour to address staffing vacancies and operational needs. For known vacancies, In-the-Moment incentive pay must be offered at least forty-eight (48) days in advance of the shift.

    b. **Critical Staffing Shortage Incentive Pay $40/Hour** – An enhanced incentive rate of $40 per hour shall be reserved for critical staffing shortages and difficult-to-fill shifts, including shifts that have not been filled using In-the-Moment incentive pay. Activation of this rate requires approval by the CNO or designee.

2. The following criteria will apply to the incentive pay above:

    a. Nursing leadership shall follow all applicable nursing contract language, in Article 14, Section 2, for the nurse(s) who voluntarily picks up the hours approved for the incentive pay at the time of the need.

    b. If incentive pay shifts are offered after the Post-schedule build- Unassigned hours process, new incentive pay shifts shall be awarded in the following manner:

        i. 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 served basis.

    c. All incentive pay hours approved and worked under this MOU are eligible for all applicable differentials.

    d. Hours approved for the incentive pay shall be designated as and considered “extra hours” or “overtime”, whichever is applicable, and will be cancelled by the Employer in accordance with Article 14, Section 3 of the CBA in inverse order of seniority. Incentive pay will not be paid in the event of a cancellation prior to the start of the hours approved for the incentive pay. Once the nurse begins working

the approved incentive hours, the nurse will receive the applicable incentive pay only for the hours actually worked before cancellation. For purposes of calculating incentive pay, any portion of an hour worked within an incentivized shift will be treated as a full hour. No incentive pay will be provided for any remaining approved hours that are not worked because of the cancellation.

e. Nurses will only be eligible to work assignments approved under the incentive pay 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 for purposes of this section only.

   i. A nurse who calls off regular hours during the same pay period that incentive hours are worked 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 approved for the incentive option 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 towards meeting a nurse's FTE complement. For the purposes of incentive pay cancellation specifically, FML usage (either pre-scheduled in the future or intermittent usage) or leave as an accommodation should not be used to cancel incentive pay 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 University related to an infectious disease exposure at work that requires quarantine shall count toward meeting a nurse's FTE complement.

3. Nurses who are employed by business units that are not experiencing staffing shortage demands outlined above may volunteer to work hours approved for incentive pay in another business unit or department if the following criteria are met and approved:

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

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

c. The nurse has prior management approval from their home unit management team.

4. **IRP Eligibility:** IRP nurses shall be eligible for incentive pay after signing up for forty-eight (48) hours per schedule, including up to twelve (12) weekend hours, based on operational needs.

5. The Parties agree to meet regularly to discuss the utilization of the incentive pay program.

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

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

This MOU comprises the full and complete agreement between the parties with respect to the matters addressed herein. The incentive program will remain in effect until the current collective bargaining agreement expires.

Tentatively Agreed to by:

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For ONA
Date: _____

_____
For OSU
Date: _____

_____
For OSUNO
Date: _____