

**MEMORANDUM OF
UNDERSTANDING BETWEEN
UCMC AND ONA**

This Memorandum of Understanding ("MOU"), entered into as of January, ____ 2022 confirms that University of Cincinnati Medical Center ("Medical Center") and the Ohio Nurses Association ("ONA") have agreed to the following:

1. ONA Night Shift Bonus: Effective upon execution of this Agreement until December 31st, 2022, a fifty-dollar (\$50.00) bonus will be paid for any nurse who picks up and works shifts between 7pm and 7am over their FTE. Shifts are defined as four hours (4). This bonus will be paid in-addition to the High Census, Pandemic Crisis Pay, ONA Bonus and shift differential.
 - Ex. A nurse is a .9 FTE and picks up a 7p-11p HC/PCP eligible shift over her FTE during the week. She shall receive base pay + PCP (x1 base pay) + HC bonus (\$25) + shift differential (\$4) + ONA Night Shift Bonus (\$50).
 - Ex. 2: A nurse is a .9 and picks up a 11p-7a HC/PCP eligible shift over her FTE on a weekend that is not hers. The nurse shall receive base pay + PCP (x1 base pay) + HC bonus (\$35) + shift differential (\$4) + ONA bonus (\$25) + ONA Night Shift Bonus (\$50) for the first 4 hours and base pay + PCP + HC bonus (\$35) + shift differential (\$4) + ONA bonus (\$25) + ONA Night Shift Bonus (\$50) + ½ x time base pay (OT) for the second 4 hours.
2. Effective immediately until the expiration of the collective bargaining agreement effective July 1st, 2021, until June 30th, 2024, and despite any contrary language in the collective bargaining agreement (CBA), the Medical Center shall be pay ten dollars (\$10.00) an hour shift differential when more than one-half of the nurse's continuously worked hours are worked between 3:00 pm and 7:00 am. A twelve-hour nurse who works from 7:00 am to 7:00 pm will not receive shift differential under this New Method because the nurse did not work a majority of hours between 3:00 pm and 7:00 am. However, nurses hired prior to June 30th, 2009 shall continue to receive a four dollar (\$4.00) per hour shift differential for hours worked between 3:00 p.m. and 7:00 p.m.
3. Despite any contrary language in the collective bargaining agreement entered into between the Medical Center and ONA effective upon execution of this MOU through June 30, 2024 ("CBA") the parties agree that the Medical Center shall offer a Retention Bonus to all ONA/RNA nurses not currently subject to a Retention or Sign-on bonus as described in the attached Nurse Retention Bonus Agreement, a copy of which is incorporated by reference into this MOU.
4. The Medical Center will offer a Nurse Sign-on Bonus of up to, but not exceeding \$15,000 for each of two 12-month Retention Periods (for a total of \$30,000 for two years of service) to each eligible RN who is hired into an FTE of .8 or above for positions determined to be in demand by the Medical Center, and a sign-on bonus of up to, but not exceeding \$7,500 for each of two 12-month Retention Periods (for a total of \$15,000 for two years of service) to any such RN hired into an FTE of .5 to .7 for positions determined to be in-demand by the Medical Center. To be eligible, the RN must have at least an associate degree or diploma in nursing and must sign the Nurse Sign-on Bonus Agreement, a copy of which is incorporated by reference into this MOU. The Medical Center may, at

Nurse Retention Bonus Agreement

A. The University of Cincinnati Medical Center ("Medical Center") will pay a Retention Bonus of \$30,000 to each nurse who, as of the Effective Date of the Memorandum of Understanding Between UCMC and ONA into which this Agreement is incorporated by reference (the "MOU"), holds a full-time position equivalency of .8 or above or is a Work On Weekends (WOW) nurse, and will pay a Retention Bonus of \$15,000 to any such nurse whose full-time position equivalency is .5 to .7 (herein collectively "Nurse"). To be eligible, the Nurse must not be subject to any active/current correction action above a verbal reminder and must sign this Agreement. The Retention Bonus is paid in exchange for two years of consecutive service (the "Retention Period") as a Medical Center Nurse.

B. The Medical Center will pay a Retention Bonus to any current PRN/UBI nurse who applies for, is offered, and accepts a full-time position equivalency of .5 or above. The nurse must apply for the full-time position equivalency of .5 or above within 14 days following the Effective Date of the MOU. All other eligibility requirements, terms and conditions stated in this Agreement shall apply to the nurses described in this paragraph B, and they too are included in the references to "Nurses." The amount of the Retention Bonus to be paid will be based on whether the nurse's new full-time position equivalency is .5 to .7 or .8 and above, as otherwise stated in this Agreement.

C. The Retention Bonus will be paid in two equal installments of \$15,000 (for Nurse of .8 and above) or \$7500 (for Nurse of .5 to .7). The first payment will be paid at the start of the Retention Period and the second and final payment will be made when the Nurse completes the initial 12 months of the Retention Period. The Retention Period begins on the date this agreement is signed, below, and ends two years later on that same date.

D. Notwithstanding anything else in this Agreement, any Nurse or PRN/UBI nurse who is eligible to receive a Sign-On Bonus or is currently subject to a Retention Period under a Sign-on Bonus is not eligible for any Retention Bonus unless and until the nurse successfully completes all obligations under the Sign-on Bonus.

E. Any Nurse who voluntarily terminates his/her employment as a Nurse or reduces his/her full time equivalency below .5 prior to completing the initial 12 months of the Retention Period will repay to the Medical Center \$15,000 (if position equivalency of .8 or above) or \$7500 (if equivalency of .5 to .7) within 30 days of receiving written notice from the Medical Center of the amount owed, and he or she is not eligible for any further Retention Bonus payment. Any nurse who receives the Retention Bonus and completes the initial 12 months of the Retention Period but voluntarily terminates his/her employment as a Nurse or reduces his/her full time equivalency below a 0.8 prior to completing the second 12 months of the Retention Period will repay to Medical Center \$15,000 (if position equivalency of .8 or above) or \$7500 (if equivalency of .5 to .7) within 30 days of receiving written notice from the Medical Center of the amount owed.

F. Notwithstanding any other provision in this Agreement, any Nurse who holds a full-time position equivalency of .8 or above at the time he/she signs this Agreement and reduces his/her full time position equivalency to .5 to .7 any time during the Retention Period is only eligible for a Retention Bonus calculated at a prorated amount based on the number of months of service completed by the Nurse at .8 or above (at the applicable .8 or above bonus amount) and the months of service completed by the Nurse at .5 to .7 (at the applicable .5 to .7 bonus amount). If, as a result of this paragraph, a Nurse has received more Retention Bonus than is due under the prorated amount, the nurse will repay to the Medical Center the amount of the overpayment within 30 days of receiving written notice from the Medical Center of the

amount owed.

G. For purposes of this agreement, "voluntarily" means for any reason other than: (a) death; (b) total disability exceeding 120 consecutive calendar days; or (c) a health-related family emergency that requires the Nurse to relocate out of the Cincinnati/Tri-State area. "Voluntarily," with respect to termination of employment, does not include if the Nurse is terminated by the Medical Center for violating any Medical Center policy, rule or requirement, nor does it include if the Nurse is laid off for business reasons, but does include voluntarily transferring out of the bargaining unit.

I have read and understand both pages of this Nurse Retention Bonus Agreement and (check one):

_____ **I agree** and want to receive the Retention Bonus under the above terms. My full-time position equivalency is_____.

_____ **I do NOT agree** and do NOT want to receive the Retention Bonus.

Signature

Date

Nurse Sign-on Bonus Agreement

A. As of the Effective Date of this Memorandum of Understanding Between UCMC and ONA, into which this Agreement is incorporated by reference (the "MOU"), the University of Cincinnati Medical Center ("Medical Center") will pay a Sign-On Bonus up to \$30,000 to each new hire nurse who accepts a full-time position equivalency of .8 or above at the Medical Center, and will pay a Sign-On Bonus of up to \$15,000 to any such nurse whose full-time position equivalency is .5 to .7 (herein collectively "Nurse"). To be eligible, the Nurse must sign this Agreement. The Sign-On Bonus is paid in exchange for two years of consecutive service as a nurse at the Medical Center (the "Retention Period").

B. The Sign-on Bonus will be paid in two equal installments of up to \$15,000 (for Nurse of .8 and above) or up to \$7,500 (for Nurse of .5 to .7). The first payment will be paid at the start of the Retention Period and the second and final payment will be made when the Nurse completes the initial 12 months of the Retention Period. The Retention Period begins on the date this agreement is signed, below, and ends two years later on that same date.

C. A Nurse who receives this bonus is not eligible for any other retention bonus offered during the Retention Period.

D. Any Nurse who voluntarily terminates his/her employment as a Nurse or reduces his/her full time equivalency below .5 prior to completing the initial 12 months of the Retention Period will repay to the Medical Center up to \$15,000 (if position equivalency of .8 or above) or up to \$7,500 (if equivalency of .5 to .7) within 30 days of receiving written notice from the Medical Center of the amount owed, and he or she is not eligible for any further Sign-On Bonus payment. Any Nurse who receives the Sign-On Bonus and completes the initial 12 months of the Retention Period but voluntarily terminates his/her employment as a Nurse or reduces his/her full-time equivalency below a 0.8 prior to completing the second 12 months of the Retention Period will repay to Medical Center \$15,000 (if position equivalency of .8 or above) or \$7,500 (if equivalency of .5 to .7) within 30 days of receiving written notice from the Medical Center of the amount owed.

E. Notwithstanding any other provision in this Agreement, any Nurse who holds a full-time position equivalency of .8 or above at the time he/she signs this Agreement and reduces his/her full time position equivalency to .5 to .7 any time during the Retention Period is only eligible for a Sign-On Bonus calculated at a prorated amount based on the number of months of service completed by the Nurse at .8 or above (at the applicable .8 or above bonus amount) and the months of service completed by the Nurse at .5 to .7 (at the applicable .5 to .7 bonus amount). If, as a result of this paragraph, a Nurse has received more Sign-On Bonus than is due under the prorated amount, the Nurse will repay to the Medical Center the amount of the overpayment within 30 days of receiving written notice from the Medical Center of the amount owed.

F. For purposes of this agreement, "voluntarily" means for any reason other than: (a) death; (b) total disability exceeding 120 consecutive calendar days; or (c) a health-related family emergency that requires the Nurse to relocate out of the Cincinnati/Tri-State area. "Voluntarily," with respect to termination of employment as Nurse, does not include if the Nurse is terminated by the Medical Center for violating any Medical Center policy, rule or requirement, nor does it include if the Nurse is laid off for business reasons, but does include voluntarily transferring out of the bargaining unit.

I have read and understand both pages of this Sign-On Bonus Agreement and (check one):

_____ **I agree** and want to receive the Sign-On Bonus under the above terms. My full-time position equivalency is _____.

_____ **I do NOT agree** and do NOT want to receive the Sign-On Bonus.

Amount of Sign-on Bonus Offered and Agreed to: _____

Signature

Date