

## **AGREEMENT**

### **Critical Staffing Overtime/Over Appointment Incentive January 10, 2022 at 7:00 pm, through February 5, 2022, at 6:59 pm**

This confirms the agreement reached between the University of Michigan, the Michigan Nurses Association (MNA) and its University of Michigan Professional Nurse Council (UMPNC) concerning a critical staffing incentive during the current surge of employee COVID-19 infections for regular permanent **registered nurses** as more specifically set forth below.

1. Effective beginning **January 10, 2022 at 7:00pm, through February 5, 2022 at 6:59pm**, an over-appointment/overtime (OA/OT) incentive will be offered to regular, permanent registered nurses.
2. Units or departments already receiving a Standard or Enhanced OA/OT Staffing Incentive during this same time period are excluded from the critical staffing incentive that is the subject of this Agreement.
3. The 4-hour individual limit as provided in the collective bargaining agreement for OA/OT per scheduling period will continue for purposes of securing sufficient nursing resources to meet patient care needs. Please refer to the Collective Bargaining Agreement regarding exceptions to the OA/OT individual limit.
4. An incentive will be paid for all OA/OT to staff working in those areas that have been authorized to provide this incentive. The incentive for OA will be 1.5 times the individual employee's hourly rate. The incentive for OT will be 2.0 times the individual employee's hourly rate.
5. This incentive applies to direct patient care hours worked only.
6. Incentive hours are not guaranteed and will be canceled when no longer needed to meet staffing/patient care needs. The unit will release those employees working incentive hours before any other employee working if no longer needed.
7. Prescheduled OA (during schedule development) qualifies for this incentive if it is worked during the period the agreement is in effect, and once the 4-hour individual limit is met. Any additional hours as a result of coverage for extended absences as per Para 185P, are not considered as prescheduled OA and are not entitled to both the \$8/hour premium and these special incentives. Qualified OA/OT hours beyond the extra coverage hours noted in Para 185P may be counted and qualify for these special incentives as applicable.
8. If, during the week of a Holiday, the RN has chosen to use the Holiday Week PTO premium (paragraph 355), the employee is not eligible for this incentive for the hours prescheduled to meet the requirement of paragraph 355 during that same week. However, any OA/OT hours worked above and beyond the prescheduled hours required under paragraph 355 will qualify for OA/OT incentive, including allocation towards PTO if the employee so chooses.

9. Any hours worked on the holiday that qualifies for holiday premium pay and an equal number of holiday hours (2.5x/3.0x) are ineligible for this incentive.

10. All hours picked-up to cover incremental PTO do not qualify for this incentive.

11. Any unscheduled time off, with the exception of unscheduled use of PTO directly related to the nurse's own COVID-19 infection, absences covered by approved FMLA and absences covered by providing medical documentation per paragraph 333P.2(4) of the CBA, during the same calendar week that OA/OT is worked removes eligibility for this incentive that week.

12. Time off due to low census will not affect eligibility for the incentive during that same week.

13. Individuals must meet contractual language about being qualified to float to work in the unit(s) described above.

It is further understood that this agreement is without prejudice to the future interpretation and application of the terms of the collective bargaining agreement, or actions the University or MNA/UMPNC may or may not have taken in the past, or may or may not take in the future in cases of similar circumstance.

**For the University:**

**For the Association:**

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Michelle Sullivan, JD  
Director of Labor Relations

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Renee Curtiss  
MNA/UMPNC President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Michigan Nurses Association**

\_\_\_\_\_  
Nancy May, DNP, AMB-BC, NEA-BC, FAAN  
Chief Nurse Executive

\_\_\_\_\_  
Julia Heck  
Labor Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_