

MEMORANDUM OF UNDERSTANDING
Between
UP HEALTH SYSTEM - MARQUETTE
and
MICHIGAN NURSES ASSOCIATION

This Memorandum of Understanding (“MOU”) is entered into by and between UP Health System - Marquette (“Hospital”) and the Michigan Nurses Association (“MNA”) (collectively the “Parties”). The Parties, intending to be legally bound, agree as follows:

WHEREAS, subject to the terms of this MOU, the Hospital proposes to provide incentive pay to Registered Nurses (“RNs”) who support the Hospital’s staffing needs by working incentive shifts as described herein.

WHEREAS, the Union is in agreement with this proposal and encourages its members to participate under the terms and conditions set forth herein;

NOW, THEREFORE, the Parties, in consideration of the mutual promises and undertakings herein contained, agree as follows:

I. PURPOSE

The purpose and desired result of this MOU is to ensure the ability to support the Hospital’s staffing needs. To this end, the Hospital will offer incentive pay to eligible RNs who agree to work additional incentive shifts as described in this MOU.

II. CRITERIA AND APPROVAL FOR INCENTIVE PAY

Approval of additional “incentive shifts” that will entitle RNs to incentive pay will be at the sole discretion of the Chief Nursing Officer (“CNO”) or the CNO’s designee. An incentive shift may be cancelled by the CNO or her designee at any time, and in such event, no incentive pay will be paid. Incentive shifts will typically be 12-hour, 10-hour or 8-hour shifts, but the Hospital may also offer partial incentive shifts.

III. SCHEDULING PROCEDURE FOR INCENTIVE SHIFTS

a. Awarding of Incentive Shifts for Current Schedule 12/23/21 to 1/8/22 per Attachment I.

Incentive shifts identified in this MOU, Attachment I, will be offered and awarded based on first come, first serve basis. Seniority will be honored if more than one RN volunteers for the same shift.

The RN is responsible for either going to the staffing office to sign up or contacting Kevin Staton, Staffing Clerk for Patient Care Administration, Ext 3819 or via email at kevin.staton@mghs.org to select their preferred incentive shifts. (The ED and procedural areas will manage their own process.)

The staffing office will track number of incentive shifts worked by each RN per pp.

b. Awarding of Incentive Shifts for Upcoming Schedules Posted January 3, 2021, Effective January 8, 2021

Incentive shifts identified on the next posted scheduled will be offered and awarded based on bargaining unit seniority and on a rotational basis for each unit. The incentive shifts will be identified on the schedule and the nurses of that unit will be allowed to sign up for the additional shift. Nurses will then be awarded shifts, in order of their choice, based on seniority. Once each nurse in the unit has a chance to pick a potential incentive shift, the most senior nurse will get to choose a second shift, followed in order of nurses in that unit by seniority. This rotational process will continue until all incentive shifts offered have been filled or there remains no volunteers. If there is only one nurse who signs up for an incentive shift, that shift will be automatically given to the only nurse who signed up for that day.

IV. GUIDELINES AND ELIGIBILITY CRITERIA FOR INCENTIVE PAY

- a. RNs may request to work incentive shifts in their home unit/department or another unit/department in which they are qualified to work.
- b. The following RNs are eligible to work incentive shifts, subject to the approval of the CNO or the CNO's designee:
 - i. Full Time RNs after working their assigned FTE status in a work week.
 - ii. Regular Part Time RNs for hours worked above their fractional FTE designation in a work week.
 - iii. Per Diem RNs for hours worked above 24 hours in a work week.
- c. All posted shifts for FT, PT, and Per Diem RNs on the regular schedule do not qualify as incentive shifts. Only those shifts designated by the CNO or the CNO's designee as incentive shifts qualify for incentive pay.
- d. Employees must have zero (0) call-offs in the seven (7) work day period preceding and following the incentive shift, or the incentive pay for working an incentive shift is forfeited.
- e. Unforeseen emergencies, such as bereavement, will be considered by the Hospital on a case-by-case basis.
- f. Failure to comply with any of the above will make the RN ineligible for incentive pay.

- g. Based on unit/department need, incentive shifts will be cancelled first.
- h. Additional incentive shifts can be added at the discretion of the CNO or the CNO's designee at any time based on census and unit/department needs. Incentive shifts may also be added on the day a need arises in the judgment of the CNO or the CNO's designee, and such incentive shifts will be identified via the Hospital Supervisor or Clinical Director.
- i. All of the above criteria must be met in the judgment of the CNO or the CNO's designee in order for an RN to receive incentive pay for working incentive shifts.

V. INCENTIVE PAY/BONUS

RNs working an incentive shift will be paid double time for all hours worked during the incentive shift. Double time for all hours worked during an incentive shift will be paid in lieu of the \$10 per hour incentive set forth in Article 9, Section 9.1(6).b to RNs who work incentive shifts. Overtime calculations will be based on actual hours worked in excess of 40 during the defined workweek. There will be no pyramiding of overtime pay with incentive pay.

VI. TERM

This MOU shall commence on December 23, 2021 and shall run through February 16, 2022. After the expiration of this period, the Hospital may elect to continue this MOU on a week-to-week basis or may terminate the MOU at its discretion.