

**Agreement between
The Regents of the University of Michigan
and
The Michigan Nurses Association and
The University of Michigan Professional Nurse Council
Executed October 10, 2018
Expires June 30, 2021**

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Thank you.

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1. The Regents of the University of Michigan hereinafter called the "University" or "Employer", and the Michigan Nurses Association and its University of Michigan Professional Nurse Council, hereinafter called "Association", enter into the following agreement this 10th day of October, 2018 and agree as follows:

ARTICLE 1
RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF BARGAINING UNIT

2. Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on February 10, 1975 in Case NO. R74 C-89, the University recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit:
3. All full-time and regular part-time and per diem registered professional nurses employed by the University of Michigan at all facilities, as listed in appendix B, but excluding nursing supervisors, nursing managers, Nurse Supervisors, Clinical Nursing Directors, all other supervisors, instructional staff, and all other employees.
- 3A. Also included are graduates of a registered nursing program pending licensure by the State of Michigan as a registered nurse.
4. See Appendix B for current classification titles.

SECTION B. DEFINITIONS

5. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in SECTION A.
6. The term "full-time employee" shall mean a regular employee whose normal schedule of work is forty (40) hours per calendar week or eighty (80) hours per two calendar weeks or one hundred twenty (120) hours per three calendar weeks.
7. The term "part-time employee" shall mean a regular employee whose normal schedule of work is less than forty (40) hours per calendar week or less than eighty (80) hours per two calendar weeks or less than one hundred twenty (120) hours per three calendar weeks.

8. The term "regular employee" shall mean an individual whose employment is reasonably expected to continue indefinitely and who is not employed in a Per Diem, temporary or student status.¹
9. The term "Per Diem employee" shall mean an individual who works on a non-regularly scheduled basis to provide direct patient care within a designated unit/area. Per Diem employees are not guaranteed hours and will not be scheduled if there are not hours available. Per Diem employees are those employees that have satisfied the 400 hours worked in a calendar year in a Temporary status in a unit-based position.² Their work is 1) irregular, sporadic, or casual, or 2) for a limited duration and established for a specific project, to provide relief for regular employee absences, or for augmenting regular employees occasioned by resignations, dismissals, short term staffing requirements, or other conditions that may create short term staffing needs. Per Diem employees will not be used to replace regular employees on a permanent or regular basis.³
10. "Temporary status" is employment which is (1) irregular, sporadic, or casual, or (2) limited in duration and established for (a) a specific project, (b) relief for regular employee absences, or (c) augmenting regular employees occasioned by resignations, dismissals, short term staffing requirements, or other conditions that may create a short term staffing need.
- 10A. "Unit-based Temporary" shall mean those employees in "Temporary Status" as described in Paragraph 10 and whose clinical work and position is unit-based as defined in Paragraph 14.
11. "Student status" is employment which is required by or results from, the pursuit of any educational program for which services related to that educational program are rendered.
12. "Registered" shall mean licensed to practice nursing in the State of Michigan.
- 12A. "Role Specific or Role Specific Advancement Model (RSAM)" shall refer to those classifications/job titles in pay grade N-3.

SECTION C. OTHER DEFINITIONS

13. For the purpose of this Agreement, the following definitions shall apply:
14. "Unit" means a functional area of patient care or service administered separately (for purposes of, but not limited to, scheduling, educational funds, holidays, paid time off and Reduction-in-Force).

¹ See Intent Note for Paragraph 8

² See Article 20-A: Per Diem, Paragraph 185R-4

³ See Intent Note for Paragraph 9

**ARTICLE 2
MANAGEMENT RIGHTS**

15. All management rights and functions, except those, which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Such rights and functions include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.
16. Nothing in this Article shall be construed to give the University the right to violate applicable laws or direct employees to violate applicable laws.

**ARTICLE 3
PROFESSIONAL NURSING**

17. The University has the authority, responsibility, and obligation to make available high quality nursing care for patients and to provide and maintain a safe and suitable environment for the practice of nursing by the employees covered by this Agreement. The University provides employees time and support services to complete their performance expectations. When, following discussion with the employee, the supervisor agrees that sufficient time or support services have not been provided to meet an expectation, that expectation will be changed or deleted, or a plan will be developed to provide sufficient time or support services. Performance expectations may be amended as job requirements change. Staff will not be demoted if inability to meet role expectations is due to lack of coverage alone. An employee who believes that he/she is being held accountable for meeting an expectation without being provided sufficient time or support services may appeal to the Associate Chief Nursing Officer.
- 17A. Nurses employed in areas not reporting directly to Nursing will be assigned to an Associate Chief Nursing Officer most closely associated with the department or clinical area the nurse works in for the purpose of responding to concerns related to nursing practice or implementation of the Agreement. When nursing care is provided, it is understood that the utilization of multidisciplinary teams include the registered nurse to ensure continuity of care across the healthcare continuum and self-care efficacy.

Professional accountability, the utilization of evidence based practice, respectful and effective communication, and the commitment to safety are important attributes of nursing practices. We acknowledge that continuous learning is essential and continuous evaluation and improvements are necessary to maximize patient care outcomes. To this extent, registered nurses closest to the work, will be included in unit/departmental areas decision-making processes as it relates to the application of direct nursing care related activities.

18. The University recognizes employees covered by this Agreement are licensed Registered Nurses who are authorized to practice nursing by the State of Michigan and who have the responsibility and obligation to provide high quality nursing care for patients within the resources and environment provided by the employer.

If an employee believes that an assignment will compromise patient care and safety, he/she will notify the manager or designee through the usual chain of command for prompt problem solving. Notice of the concern will be promptly given to the charge nurse or supervisor. The RN will continue with that assignment, and may do so under protest. The supervisor will address the situation and provide resolution promptly.

19. Employees and the University share the responsibility for providing nursing care, which is consistent with the needs and goals of the patient using the facilities provided by the University.

- 19A. The design and building of new facilities or the expansion or revision of existing facilities will involve the consideration of work flow, new technology and structure utilization for registered nurses. Committees formed to address these matters will include employees from the affected area and will include at least one representative selected by the UMPNC.

SECTION A. CLINICAL AUTHORITY

20. Professional Registered Nurses govern nursing practice and are a provider and coordinator of direct patient care services as part of the multidisciplinary team. The University recognizes that employees are members of the Nursing profession and, as such, are employed to assume the responsibilities for assessment, planning, implementing and evaluating nursing care including patient education and discharge planning.

The “Practice of Nursing” as defined by the Public Health Code, means the systematic application of substantial specialized knowledge and skill, derived from the biological, physical, and behavioral sciences, to the care, treatment, counsel, and health teaching of individuals who are experiencing changes in the normal health processes or who require assistance in the maintenance of health and the prevention or management of illness, injury, or disability. (Part 172 sec 333.17201 Public Health Code). However, in this regard, these functions are practiced with the patients for whom employees are given responsibility

within the resources and environment provided by the University.

- 20A. It is the nursing profession that determines the scope of nursing practice and it is the registered nurse who is responsible and accountable for the provision of nursing care. The Association and the Employer recognize the contributions of assistive personnel in providing patient care. Unlicensed assistive personnel shall provide support to registered nurses' practice. For any given patient assignment, the registered nurse utilizes professional judgment and assessment skills to evaluate the qualifications of the person to whom she/he delegates. The registered nurse evaluates the patient's needs, the complexity of the task, and the environment in which the task must be performed. For any given patient assignment, the registered nurse supervises and determines the appropriate utilization of assistive personnel, including but not limited to LPNs and Paramedics, involved in the provision of direct patient care. If the work of the assistive personnel is not delegated by the RN, it is not the responsibility of the RN to supervise, monitor, evaluate or provide guidelines for this work. To this end, Registered Nurses will be provided job descriptions of the assistive personnel, including any specialized training, which has been provided for these assistive personnel. Additionally, Registered Nurses may have input in the development of any unit specific training and/or competencies. The RN, through his/her professional judgment, has the right and the responsibility to question patient care orders/directives that are potentially harmful to the patient. The RN will utilize the established medical chain of command to question patient care orders/directives that are potentially harmful to the patient.⁴
21. We recognize the principle that clinical nursing skills are most effectively evaluated by a registered nurse. Therefore, wherever practicable, as determined by the University, an employee's clinical nursing skills will be evaluated by a Registered Nurse. In those areas where there is also a Clinical Nursing Director, the Clinical Nursing Director will be involved in the evaluation to some degree. The employee will have the option of having an individual meeting with the Clinical Nursing Director, and/or the option of requesting that the Clinical Nursing Director be present during the evaluation meeting. An employee, who receives a written clinical evaluation by a non-nurse, may file a written request for a review of the evaluation, provided the written request is filed within 15 calendar days of receipt of the written evaluation. In the event that the employee files for such a review, the review will be conducted by a registered nurse.⁵
22. Employees are responsible for coordinating the work and teaching, and contributing to the evaluation of clinical nursing skills of designated nursing personnel. In addition, coordination of services is an integral part of nursing care and employees have the responsibility to facilitate and collaborate in providing this care. There will be adequate Registered Nurse staff to provide training to assistive personnel to support completion of the competency assessment. Registered Nurse input will be included in the annual competency assessment and performance evaluation of assistive personnel.

⁴ See Intent Note for Paragraph 20A

⁵ See Intent Notes for Paragraph 22

- 22A. To this end, utilizing the principles of interest based problem solving, concerns regarding the scope of nursing practice and the utilization of assistive personnel may be addressed as a first step at the unit level. The issue will be addressed at the next appropriate workload review committee meeting and all interested unit staff will be invited to participate in the discussion. Problem solving in ambulatory care units will also include representation of nursing, administration and medical leadership. If consensus is not reached by the workload review committee members, the Associate Chief Nursing Officer and the Association leadership will be invited to attend a special workload review meeting. In this event, the Association leadership will participate in discussions with the Associate Chief Nursing Officer prior to a decision being made and communicated.

SECTION B. MAINTAINING AND UPGRADING NURSING PRACTICE

23. It is the responsibility and obligation of each employee to maintain and upgrade his/her knowledge and skill affecting the quality of patient care. In this regard, it is the responsibility and obligation of the University, within available resources, to assist employees by establishing programs and/or providing resources for orientation and staff development. Employees are also encouraged to contribute to upgrading nursing practice by proposing nursing research opportunities and developing, conducting and participating in those opportunities, which are made available. Nothing herein should be construed to prevent assignment of these duties. It is understood that programs or education required by the institution will occur on paid time.
24. The University supports nursing research. This support may take the form of time, money, support services and nurse consultation, all within available resources. The University also provides educational opportunities for development of research skills, including program management and budgeting, within available resources.

SECTION C. POLICIES, PROCEDURES, PRACTICE AND NEW INITIATIVES⁶

25. Policies, procedures and new initiatives affecting nursing care, wages, hours, or working conditions will be developed with input from employee end-users, or by employees affected by such policies and procedures. The parties agree that high quality patient care can best be accomplished through a joint effort between employees and management. The parties further agree that active and early participation by employees in regard to program planning, facility design, new technology and program development, and the impact of budget changes on patient care will promote such high quality care. The parties agree that every effort will be made to involve bargaining unit employees in the work described

⁶ See Intent Note – Paragraph 25 (for employee engagement, satisfaction, or performance reporting)

in this paragraph, by means of the process described below. Where involvement does not occur the Association and the University will meet to rectify the omission before the initiative is completed. To this end, committees which address the issues in this paragraph will be populated as follows:

- 1) The Association will appoint any bargaining unit employees to workplace committees.
- 2) The Association will utilize a process to ensure that bargaining unit employees who are elected or appointed have the needed clinical expertise to provide meaningful input to address the charge of the committee. If the bargaining unit employee selected has active discipline, the Clinical Nursing Director/designee may consider discussion with the Association regarding concerns about bargaining unit employee's ability to perform in this role.
- 3) The Association will agree to make every attempt to appoint bargaining unit employees within 30 calendar days of request, excluding those committees requiring self-nominations or elections. Clinical Nursing Directors/supervisors may make suggestions to the Association of possible candidates for any open positions.
- 4) Unit-based time-limited task forces and forums that report back to standing committees created to discuss unit initiatives/concerns may be excluded from this Paragraph provided they do not rise to the level of addressing wages, hours or working conditions.
- 5) The Association and the University will develop a process and timeline for appointing bargaining unit employees within 90 days of ratification (10.10.2018) and share this process with JIT-L. In order to decrease disruption of ongoing work currently in the committees, there will be a plan jointly created on transition of process to committees. The Association will not make any changes until this plan is presented to JIT-L.
- 6) The Association will use a self-nomination and election by peers process for selecting nurses as UBC members, in accordance with its own internal procedures.
- 7) The parties recognize the principles of diversity, equity and inclusion when considering the composition of their respective representatives on workplace committees.

Any initiative which directly affects nursing workload will be brought to the Workload Review Committee and end users for evaluation.

Employees will be compensated at their regular rate of pay when attending scheduled meetings.

Meetings of all committees under this Section shall be exclusive of the Dispute Resolution Procedure and no dispute shall be considered at the meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings. The role of bargaining unit employees on committees shall be to provide professional judgment on matters within their expertise. Discussions will include those topics related to the charge of the committee except for mandatory subjects of bargaining, which shall be reserved for the bargaining process.

SECTION D. PROFESSIONAL ACTIVITIES

26. High quality patient care requires the combined, coordinated and interdisciplinary efforts and services of a variety of personnel and the specific identification and assignment of tasks required for proper patient care to certain categories of personnel, to the exclusion of other categories is not practical nor in the best interest of quality patient care. It is understood, therefore, that employees covered by this Agreement have a primary responsibility of providing nursing care, which does not require them to function as a clerk, messenger, transporter, custodian, maintenance employee or dietetics worker for substantial periods of time except in rare and unusual circumstances.
27. Questions arising under Paragraphs 21, 25 and the question of whether an individual employee is being required to function as a clerk, messenger, transporter, custodian, maintenance employee or dietetics worker for substantial periods of time except in rare and unusual circumstances, and whether the University has taken reasonable steps to ensure the safety of employees under paragraph 17, may be proper subjects of Article 46 and 47, the Dispute Resolution, Mediation and Arbitration Procedures. Any other questions arising under this Article may be referred to Conferences under Article 48, but are not subject to the Dispute Resolution, Mediation and Arbitration Procedures.

SECTION E: TECHNOLOGY AND EQUIPMENT

- 27A. The parties recognize that technology is intended to enhance clinical practice and judgment. The University is committed to ensuring that employees have access to appropriate training, technology and equipment to perform their duties safely and effectively. Employees will be provided with accessories necessary for individual employees to utilize technological equipment with ease. It is understood that programs, technology training, or education required by the institution will occur on paid time and patient care responsibilities will be adjusted if requested, in order to ensure time to complete these activities. The introduction of any technology will be implemented in compliance with regulations, statutes, and labor laws.
- 27B. The Association will designate a representative to assist with JIT website maintenance and decision-making regarding content and layout, including but not limited to making the current link to the UMPNC website more prominent.

This Association representative will serve on paid time.

Beginning within ninety (90) days of ratification of this Agreement (10.10.2018), JIT leadership will explore ways to improve staff ability to access and utilize online registration sites for continuing education courses or other resources provided by the Association when using the University's internet services.

ARTICLE 4 PERFORMANCE PLANNING AND EVALUATION

28. A performance evaluation program will be continued at the option of the University. The Framework Renewal Process and evaluation will occur simultaneously on the employee's anniversary date. If continued, the performance evaluation program will incorporate the following factors:
- 28A. The principle of informing employees about their performance through supervisory evaluation and/or other methods as determined by the supervisor.
- 28B. A yearly performance plan will be prepared. At the option of the supervisor, the plan will be prepared either by the employee and a supervisor or by all employees within each classification in the unit and a supervisor. The manager and employees will jointly identify professional activities, goals and the means to achieve them.
- 28C. Each employee will be provided with the appropriate performance plan prior to the evaluation period and be made aware of the evaluation process and their part in the process.
- 28D. Performance evaluations will be made by measurements only within each classification and only within each unit, based upon performance standards established for each unit. Examples of employee strengths and weaknesses as well as a plan for performance improvement will be included in each written evaluation. These examples, either written or verbal, will be related with sufficient detail so that the employee can respond.⁷
- 28E. Only employees educated in peer review will be allowed to participate in the peer review processes. All peer review evaluations must be signed and made available to the employee being evaluated.
33. The Association will be provided with the evaluation tool for each unit, for each classification and the performance standards established for each unit.
34. The Association will also receive any revisions to the evaluation tool or the standards.

⁷ See Intent Note for Paragraph 28D ; See Paragraph 333P.3-6; See PTO Guidelines, Addendum B, #13

ARTICLE 5
NO-INTERFERENCE AND NO-LOCK OUT GUARANTEE

SECTION A. NO-INTERFERENCE

35. The Association and its officials, its employees, its members, its affiliates, or members of the bargaining unit will not cause, support, encourage or condone, nor shall any employee or employees concertedly take part in, any action against or any interference with the operations of the University during the term of this Agreement.
36. In the event of any such action or interference and on notice from the University, the Association, without any delay, shall take whatever affirmative steps are necessary in an attempt or attempts to prevent and bring about the termination of such action or interference. Such affirmative steps shall include the immediate disavowal and refusal to recognize any such action of interference and the Association immediately shall instruct any and all individuals to cease their action and inform employees that their action is a violation of the Agreement subjecting them to disciplinary action, including suspension of all benefits under this Agreement and discharge.
37. In addition, the Association shall, within twenty-four (24) hours of notice to the Association by the University of any such action or interference, deliver the following notice to the University:
38. "To all employees of the University represented by The Michigan Nurses Association:
39. You are advised that the action against and interference with the operations of the University of Michigan which took place (date) is unauthorized by the Association and in violation of the collective bargaining agreement and subjects you to disciplinary action, including suspension of all benefits under the collective bargaining agreement and discharge. You are required to cease this action and interference immediately."
40. An authorized official of the Association shall sign the notice.
41. In the event that any employee or employees shall refuse to cease such action or interference, the University agrees that it will not file or prosecute any action for damages arising out of such action or interference against the Association, its officials or representatives, if the Association, its officials and representatives perform their obligations as set forth in this Article.
42. Nothing herein shall preclude the University from seeking legal or other redress of any individual or from taking disciplinary action, including suspension of all benefits under this Agreement and discharge against any employees taking part in the action of interference. Any such disciplinary action taken shall not be reviewable through the Dispute Resolution and Arbitration Procedures, except for the fact question of whether the employee took part in any such action or

interference.

SECTION B. NO LOCKOUT GUARANTEE

43. The University shall not conduct a lockout of employees during the term of this Agreement.

ARTICLE 6 NON-DISCRIMINATION

SECTION A.

44. The University and the Association agree that there shall be no discrimination in the application of the provisions of this Agreement based on the non-relevant factors of race, color, national origin, age, marital status, sex, sexual orientation, transgender status, gender identity, gender expression, disability, religion, height, weight or veteran status, except where sex or age is a bona fide occupational qualification. In addition, there shall be no discrimination in the application of the provisions of this Agreement based on non-relevant mental or physical handicaps. Further, employees shall not be subject to sexual harassment.

References to “she,” “he,” or “they” in this agreement should be considered interchangeable even when referring to an individual nurse without intention to distinguish among individuals based on gender or sex, and without intention to apply an inappropriate identifier to an individual who may choose not to use one of the above pronouns.

SECTION B.

45. Neither the University nor the Association, shall discriminate against, intimidate, restrain, coerce or interfere with, any employee because of, or with respect to, lawful labor organization activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any employee in the application of the terms of this Agreement because of membership or non-membership in the Association.
46. Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights, which may be available.

SECTION C. NEUTRALITY STATEMENT

- 46A. The University agrees that for those employees covered by this Collective Bargaining Agreement (CBA), membership in the Association is a matter between the employee and the Association and shall remain neutral in regard to an employee’s choice to become and/or remain a member.

ARTICLE 7

ASSOCIATION DUES AND REPRESENTATION SERVICE FEES

SECTION A.

47. During the life of this Agreement and to the extent the laws of the State of Michigan permit:
48. Every employee, beginning with the month following thirty-(30) calendar days employment in the bargaining unit, and every month thereafter, may tender to the Association uniformly designated Association dues.

SECTION B.

56. The Association shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article. The Union specifically agrees to indemnify and hold the University harmless for any liability arising under MCL 423.210(3), as amended effective 91 days after adjournment of the 2012 regular session sine die, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10). To the extent possible while preserving the attorney-client privilege and the attorney work product doctrine, counsel for the University will consult with counsel for the Union about defense of such claims, and will fully consider all input provided by the Union's counsel when formulating the University's legal strategy.

ARTICLE 8

CHECK OFF OF ASSOCIATION DUES

57. During the term of this Agreement, and to the extent the laws of the State of Michigan permit, and as provided in this Article, the University will deduct current Association dues from the pay, if any, of each employee who voluntarily executes and delivers the deduction authorization form provided by the Association. In the event the union utilizes electronic signatures for authorization in the future, the University will accept the electronic signatures, provided that the union is able to provide means for verification of the electronic signature in a manner that is consistent with the applicable law. Previously submitted authorizations shall remain effective.
- 57A. Upon receiving written confirmation from the Association that an employee has effectively revoked their Voluntary Authorization for Deduction of Association Dues, the University will discontinue deducting dues from the employee's pay as soon as practicable. The Union shall endeavor to deliver written notice of an effective revocation of Voluntary Authorization for Deduction for Association Dues within five (5) business days of receipt from the employee. If the Association fails to deliver written notice within this timeframe, resulting in an

unauthorized payroll deduction(s) by the University Payroll Office, the Association agrees that it will be solely responsible for reimbursing the affected employee for the unauthorized payroll deduction(s). Payroll deductions shall terminate when a revocation has been delivered to the University Payroll Office at least 30 days prior to the last payday of the calendar month.

The parties agree it is the sole responsibility of the Association to make certain its Voluntary Authorization for Deduction of Association dues complies with applicable laws.

58. The following certification form shall be used by the Association when certifying membership dues.

CERTIFICATION OF FINANCIAL OFFICER OF ASSOCIATION

59. I certify that the membership dues for the Michigan Nurses Association is \$ _____ per month.

Date _____ Signature _____
Financial Officer

Date Delivered to the University _____

60. Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues" form and (2) the amount of the monthly membership dues certified by the financial officer of the Association has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service fee also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.
61. All sums deducted by the University shall be remitted to the financial officer of the Association at the address given to the University by the Association, by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
62. The University shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Association shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any notice, certification or authorization furnished under this Article. The Union specifically agrees to indemnify and hold the

University harmless for any liability arising under MCL 423.210(3), as amended effective 91 days after adjournment of the 2012 regular session sine die, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10). To the extent possible while preserving the attorney-client privilege and the attorney work product doctrine, counsel for the University will consult with counsel for the Union about defense of such claims, and will fully consider all input provided by the Union's counsel when formulating the University's legal strategy.

63. The Association specifically agrees to make whatever adjustments are necessary directly with any employee who may, as a result of this deduction procedure, pay more or less than the Association's annual membership dues.
64. In the event of a full or partial repeal of provisions of the Public Employment Relations Act prohibiting the mandatory payment of dues or a service fee, the conditional language in paragraph 48 will be enforced as a condition of employment, to the extent permitted under applicable law. Prior to enforcement of the conditional language in paragraph 48, the parties will bargain over the reinstatement of any such requirement.

ARTICLE 9 ASSOCIATION ORIENTATION

65. The University shall distribute a copy of this Agreement to all employees. In addition, during the orientation the Association shall distribute the following to all employees entering the bargaining unit:
- 1) A Voluntary Authorization for Deduction of Association Dues or Service Fee form.
 - 2) An Association Application for Membership form.
 - 3) A cover letter of instructions.
 - 4) Information prepared by the Association regarding the Association.
66. The University and the Association will hold a contract and Association orientation for new employees and transfers into the bargaining unit. For transfers into the bargaining unit, coordination with Professional Development, and Education (PD&E) will occur to schedule time/site, and coordination with managers will occur in order to schedule the employee so that overtime is not incurred.
- A representative from the Michigan Medicine's Human Resources Department will be present for and participate in the contract orientation portion of this orientation.
67. Within the first 4 weeks of a new bargaining unit employees' orientation including newly classified Per Diem employees, the person responsible for preparing the new employees orientation calendar will plan for a 15-minute slot of time for the employee to meet with the UMPNC representative. An UMPNC representative calendar block which is managed by UMPNC will be utilized to

facilitate the meeting. The UMPNC representative will notify the employee of the location to meet and confirm the appointment.

68. Bimonthly at the APRN orientation, UMPNC will present contract orientation and provide union information. Attendance at this session will be voluntary and APRN leadership will be excused from attending.
69. The University will provide the Association with:
- 1) a list of orientees and their assigned units;
 - 2) notification of transfers into the bargaining unit and their assigned units; and
 - 3) the assigned time will be a part of the published schedule for orientation of employees.

ARTICLE 10 BULLETIN BOARDS

72. The University will provide the Association with space of not less than thirty (30) locked bulletin boards, in mutually agreeable locations. The Association will be furnished with a list of locations and one key for each locked board. Prior to the placement of a new bulletin board or a change in location of an existing bulletin board, the University will discuss the matter with the Association in an effort to find a mutually agreeable location. These bulletin boards will be for the exclusive use of the Association. The size of these boards shall be sufficient to post four (4) 8-1/2 inches by 11 inches, Association notices. Such notices must be signed by the Association Chair or designate.
- 72A. In accordance with the above paragraph, the University will install bulletin boards in C.S. Mott Children's Hospital and Von Voigtlander Women's Hospital within eighteen (18) months of ratification of this Agreement (10.10.2018).
73. The notices may be posted by the Association Representative in the Association Representative's district and, although not limited to the following notices, they shall be of that type:
74. Association meetings;
 75. Association elections and appointments;
 76. Results of Association elections;
 77. Educational, recreational and social programs of the Association.
78. In the event that a dispute arises concerning the appropriateness of material posted, the Chair of the Association or designate will be advised as soon as practicable by the Michigan Medicine's Human Resources Department of the nature of the dispute. In the event the Chair or designate is not readily available, the notice may be removed from the bulletin board until the dispute is resolved. In the event the Chair or designate is readily available, the Chair or the designate may then make mutually acceptable arrangements to resolve the dispute. Failing mutually acceptable arrangements, the University may remove the notice from the bulletin boards. Whenever notices are removed from the

bulletin boards, the removed notices will be made available to the Chair of the Association or designate within two (2) hours of removal.

ARTICLE 11 CLASSIFICATION AND WAGES

SECTION A. WAGE SCHEDULE

79. Wages shall be paid in accordance with the wage schedules as set forth in Appendix A, A-1 (CRNA), A-2 (Per Diem), and Article 53A (Nurse Practitioners).

SECTION B. CLASSIFICATION DESCRIPTIONS

80. During the life of this Agreement classification descriptions may be evaluated, revised, established or deleted.
81. Each employee will be provided with a copy of their classification description. It is not intended that a description set forth each and every duty and responsibility of an employee assigned to a classification. All classification descriptions will be accessible at all times on all units to employees covered by this Agreement. Upon request of an employee, one (1) copy of each classification description will be provided.
82. Subject to staffing and budgetary considerations as determined by the University, the University will provide the opportunity for an employee's movement into other classifications. The employee's movement into other classifications will also be dependent on the employee's qualifications and effort in accordance with the procedures and requirements as established by the University.
- 82A. Professional Development Framework: Employees in the classifications of Clinical Nurse I, Clinical Nurse II and Clinical Nurse III who provide direct patient care as their primary role have the opportunity to advance within the Professional Development Framework based on evidence of meeting negotiated behaviors defined in Addendum D.⁸
83. A joint conference, under the provisions of Art. 48 (Conferences) shall be held if the any of the following are under consideration:
1. Significant changes to a classification description;
 2. Significant changes to placement standards;
 3. A classification is deleted; or,
 4. A new classification is created.

⁸ See Professional Development Framework, Addendum D

SECTION C. SALARY STATUS

83A. Employees other than those assigned to a classification in Professional Development Framework Level A-F shall be considered exempt employees. In this regard, employees assigned to a classification in the Role Specific Advancement Model shall receive overtime payments as provided in Article 15 in the same manner as employees in the Professional Development Framework Level A-F.

Effective immediately upon ratification of this Agreement (10.10.2018), all new hires placed into a classification in (N3) RSAM shall be considered non-exempt employees.

After expiration of this Agreement (exp. 6.30.2021), all employees in a classification in (N3) RSAM shall be considered non-exempt employees.

ARTICLE 12 COMPONENTS OF EARNINGS & PAYCHECK CORRECTIONS

A. COMPONENTS

84. The employer will provide the employee with the following components of the employee's earnings:

- 1) Regular and Regular-over appointment Hours Worked
- 2) Regular and Regular-over appointment Pay
- 3) Overtime Hours Worked
- 4) Overtime Pay
- 5) Shift Premium Hours Worked
- 6) Shift Premium Pay
- 7) On-Call Hours
- 8) On-Call Pay
- 9) Holiday Hours
- 10) Holiday Pay
- 11) PTO hours used
- 12) Identified Pay Adjustments

B. CORRECTIONS

85. The employee will notify the supervisor or designee of payroll errors.

86. Corrections of pay shortages will be made by, an online check, an off-cycle check or on the next regular pay date. The method used will be selected by the employee.

C. PAID TIME OFF RECORDS

87. Paid time off (PTO) accrual records, including accrual rate, use, balance and

maximum accrual limit will be available no later than the first day of each calendar month.⁹

- 87A. A consistent time keeping system for Ambulatory Care will be maintained and any changes to the system will be reviewed by both parties.

ARTICLE 13 STAFFING AND SCHEDULING

SECTION A. STAFFING MODEL

88. The Staffing Model and any changes to the Model will be made by the manager and are driven by patient care needs and based on a number of variables including, but not limited to: HPPD or other relevant metrics including staffing levels, acuity, professional association standards, average census, staff mix, average admission, discharges and data trends. Any changes to the Staffing Model will be presented to the staff and WRC for feedback prior to implementation.

STAFFING LEVELS

The University and the Association agree that quality patient care is its most important priority and staffing levels should permit the delivery of safe transformative patient care. The University will maintain current levels of staffing. See Addendum E- Staffing Guideline.

The parties agree that a process to determine staffing levels to provide nursing care for the projected nursing workload in the patient care units is necessary.

Staffing guidelines may be posted in a prominent non-patient care location that is accessible to nurses.

If there are significant, long term changes (**not to include day to day or shift to shift changes**) to staffing needs, the Association must be notified of any potential changes prior to any further discussion. Once the Association is notified, the notice of the need for change will be presented to the Workload Review Committee and substantiated by data. The manager and the Workload Review Committee Chair will jointly address concerns with the ACNO (CNO for Ambulatory Care areas) and any changes to staffing will be based on the following factors:

- Census, including number of patients on the unit, on each shift, and activities such as patient discharges, admissions, and transfers;
- Level of acuity of each patient type, workload, and nature of the care to be delivered on each shift;
- Special qualifications, competencies, and skill mix of nurses and support staff;
- Availability and requirements for specialized equipment and technology;

⁹ See Paragraph 333 and online information (available 24/7)

- The architecture and geography of the patient care unit, including but not limited to, placement of patient rooms, treatment areas, nursing stations, medication preparation rooms and equipment;
- Nationally recognized evidenced based standards and guidelines; and
- The effects of patient charting requirements, including related technology and processes.

A report will be provided to the unit's Workload Review Committee, the unit staff and the Association. If concerns continue, the Workload Review Committee chair shall request a meeting with the manager, Associate Chief Nursing Officer, and Chief Nursing Officer to discuss further potential actions. Any further unresolved concerns will be escalated to the Chief Nurse Executive for action planning and a report will be presented to Joint Implementation Team – Leadership ("JIT-L").

In the event of a failure to follow the staffing implementation process set forth in this article, the Association may file a dispute and follow the Dispute and Arbitration procedures set forth in Articles 46 and 47.

If the Association disagrees with the final outcome at JIT-L, it may file an appeal to the UMHS Board by submitting a written request to the UMHS President, along with a courtesy copy to the Chief Nurse Executive, within ten (10) calendar days of JIT-L final decision, stating the basis of the appeal. Both parties will make a presentation to the Board. A decision will be made prior to any implementation of any changes.

The actual staffing levels or the inclusion of other management tools is not subject to the Arbitration procedure. The budgeted staffing will include an allowance for paid time off.

GENERAL PROVISIONS

- 88A. A joint meeting, with the Association and the University, will be held prior to any hospital-wide full time equivalent (FTE) reduction, concerning the effect on patient care, workload, staff mix, appropriate delegation, safety and work redesign.
89. Whenever an employee's workload concerns have not been satisfactorily addressed, they may be referred to the unit workload review committee referenced in Article 14, "Workload Review".
90. The parties further agree that scheduling employees to cover a twenty-four (24) hour/seven (7) day a week hospital operation is complex and thus requires the cooperation of all employees and supervisors in approaching this task.¹⁰

¹⁰ See Intent Note for Paragraph 90

- 90A. Each Inpatient 24/7 unit will designate a percentage of the staffing component as Monday through Friday with at least one employee assigned to work no weekends.¹¹
- 90B. Further, the University, in those areas where a patient classification system determined by the University to be valid and reliable is available, will utilize this system as one of the management tools to assist in determining staffing needs based on measured workload. In those areas, which do not currently utilize such a classification system, the University will continue to improve internal means to determine staffing, including evaluating classification systems when such systems may be useful. The University and the UMPNC will meet to evaluate existing workload/acuity models and make recommendations for capital purchase.
- 90C. A joint meeting, with the Association and the University, will be held every three (3) to six (6) months with the directors from Ambulatory Care, to discuss and share data on workload, for the purpose of monitoring and measuring activity for projecting growth. All benchmarks used to set staffing in Ambulatory Care are shared with staff and UMPNC annually. Within 120 days of ratification (10.10.2018), in ambulatory care the University commits to exploring staffing benchmarks and related literature in order to establish a standard with a joint committee and there will be a report presented to JIT.
91. Sequence for development of unit schedule:¹²
- 1) Unit employees scheduled to meet appointment fraction.
 - 2) Multi-unit (Dual unit) employees.
 - 3) Unit employees requesting to be scheduled over appointment to provide coverage for an absence due to extended sick time or FMLA.¹³
 - 4) Honor standing requests from part-time employees requesting to be scheduled over appointment.¹⁴
 - 5) Regular float employee, as available, to consistently replace an employee on anticipated absence.
 - 6) Regular available float employee.
 - 7) Unit part-time employees requesting to be scheduled for additional non-overtime hours for the current schedule.¹⁵
 - 8) Per Diem employees.
 - 9) Unit-based temporary employees.
 - 10) Employees who are offered and accept an extra holiday off during schedule development will be scheduled for their full appointment fraction during the holiday week.
 - 11) Employees requesting to be scheduled their full appointment during a holiday week when they have the holiday off.

¹¹ See Intent Note for paragraph 90A

¹² See Intent Notes for Paragraphs 91, 185; see Addendum A, Per Diem Guidelines

¹³ See paragraph 185P

¹⁴ See Paragraphs 163E.2

¹⁵ See Paragraphs 163E.2

12) Part-time employees requesting to be scheduled over appointment during a holiday week when they have the holiday off.

SHIFT ROTATION

92. The University shall endeavor to schedule employees in the Professional Development Framework (Levels A – F), in the same rotating shift assignment in the same unit for approximately the same number of non-day shifts, prorated for appointment fraction, with a variance of no more than three (3) non-day shifts worked between any two employees in the same unit and rotating shift assignment over a period of one (1) four (4) week schedule, excluding those employees who express a preference for more frequent non-day shifts. Employees in RSAM and pay grade N-4 working on the same unit and in the same shift rotation will work no more off-shifts than the highest number worked by an employee in the Professional Development Framework, prorated for appointment fraction.

SCHEDULING OF CONSECUTIVE CALENDAR DAYS

93. The University shall not schedule employees to work more than seven (7) consecutive calendar days except in an emergency or at the employee's request. If an employee is scheduled to work in an emergency, the employee will be paid a premium of two dollars (\$2.00) per hour for all consecutive calendar days worked in excess of seven (7) calendar days. This premium shall not apply to employees requesting to work more than seven (7) consecutive calendar days.¹⁶

NIGHT SHIFT

94. The University shall consider the night shift to be the first shift of the day no matter how much time into the previous calendar day the shift begins.

STAFFING AND SCHEDULING GUIDELINES

95. In this connection, the University will provide the Association with a copy of Staffing and Scheduling guidelines developed for each Associate Chief Nursing Officer area at University of Michigan Hospitals. Those areas where guidelines do not presently exist will endeavor to develop and implement them six (6) months from the date of the execution (10.10.2018) of this Agreement, but not later than one (1) year from this date. Some or all employees in the area will be provided opportunity to comment on the Guidelines before implementation. Changes in the Guidelines will also be provided to the Association.

- 95A. A unit's schedule is developed based on that unit's Staffing Model. Once the schedule is developed, there will be a process created by the unit that will be utilized to adjust daily staffing to meet the immediate needs of the unit to provide patient care and other work to be done. Some of the variables to be considered by the charge nurse will include but not limited to:
- acuity
 - staff/skill mix
 - census

¹⁶ See Intent Note for Paragraph 93

- admissions
- discharges
- transfers
- meetings and other non-direct care work
- specialty patients
- procedures
- and coordination activities.

REST PERIOD

96. There will be a rest period, which may be taken at a time and place and in a manner, which does not interfere with patient care. The rest period will be with pay and will not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by a work period. Consequently, it may not be used to cover a staff member's late arrival to work or early departure, nor may it be regarded as cumulative if not taken. Rest periods and lunch breaks are necessary to promote health and well-being of nurses, patients and their families.

96A. All employees will be provided an opportunity for an uninterrupted lunch break of at least thirty (30) minutes, without pay, to be taken in a place that does not interfere with patient care. Lunch breaks will be scheduled based on the unit WRC guidelines. Employees fulfilling work obligations in lieu of lunch shall be paid overtime accordingly.

SCHEDULING LIMITATIONS

97. The parties agree that limitations on schedule rotation, working beyond appointment hours and required weekends are desirable objectives. In this connection, the University shall:

ROTATING SHIFT ASSIGNMENT AND SHIFT PREMIUM

98. Schedule employees on a rotating shift assignment to work no more than two (2) shifts of eight (8) or more hours with only one change in one scheduled calendar week. As such, if an employee is scheduled to work in excess of this principle, that employee will receive a premium of seventy-five cents (\$.75) per hour for all hours worked in that calendar week. This premium applies only to those employees scheduled to work more than two shifts with one change in one calendar week and does not apply to employees who express a preference for such schedules. Starting times, which do not vary from earliest to latest by more than three (3) hours, shall not be considered a different shift.

99. It is understood that nothing herein shall preclude assigning an employee to any shift because of employee absences and variations in the workload of the unit. However, employees will not normally be assigned to work more than two (2) different shifts, except at the employee's request.¹⁷

¹⁷ See Intent Note for Paragraph 99

WEEKEND ASSIGNMENT

100. The University shall endeavor to schedule employees to work no more than two (2) out of four (4) weekends for employees who are scheduled in four (4) week blocks with the following exceptions:
- 1) Employees who have a Monday through Friday schedule will not work weekends.¹⁸
 - 2) Employees who transfer or who are hired into positions, which were posted to include assignment to every weekend, will be scheduled to work more than two out of four weekends;
 - 3) Individual employees who express a preference for weekend work schedules may be scheduled to work additional weekends.¹⁹
 - 4) An employee who receives Paid Time Off for one or more weekend shifts will not be required to work on a weekend previously scheduled off to make up for the time lost due to unscheduled absences. Further, an employee will not be required to work on a weekend at the beginning, end or in the middle of a continuous period of Paid Time Off (PTO) contiguous with the weekends.
 - 5) After granting two (2) out of four (4) weekends off, if additional weekends off are available, they shall be distributed as equitably as practicable.
- 100A. Employees with a thirty six (36) hour weekly appointment fraction, who work twelve hour shifts, where two (2) of these shifts occur on every weekend, will accrue Paid Time Off hours equivalent to a full time (40 hour) appointment for each quarter worked in this manner.
101. For purposes of this Article, the definition of a weekend shall be the forty-eight (48) hour period between the first shift of Saturday (nights) and the third shift of Sunday (evenings).

GENERAL SCHEDULING PROVISION

102. The University shall endeavor to schedule employees to work hours consistent with their appointment hours as provided in Article 15, Overtime.
103. Ambulatory Care nurses working at multiple sites will be notified of the specific work location when the schedule is posted.
104. Employees will be notified of their work schedule, including shift length, as part of the scheduling process at least two (2) weeks in advance. Once a schedule is posted, the manager will not cancel a portion of a shift in exchange for hours elsewhere in the schedule, unless the employee voluntarily agrees to the change.
105. Units, which intend to schedule employees in such a manner as to avail themselves of the Provision of Section B. of Article 15, (Overtime) will do so

¹⁸ See Paragraph 90A

¹⁹ See Intent Notes for Paragraph 100

only with the concurrence of enough employees so as to make such scheduling feasible.

106. Whenever scheduling is done in four-week blocks, these four-week periods will coincide with the Memorandum of Understanding on Weekends.²⁰

SECTION B. SHIFT ASSIGNMENTS FOR PROFESSIONAL DEVELOPMENT FRAMEWORK

107. Employees in Professional Development Framework classifications (Levels A - F) will be assigned to straight shifts in accordance with the following procedures:

Straight Night Shift Definition:

108. A work shift scheduled to begin on or after 7:00 p.m. and before 3:00 a.m., or has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m.
109. A work shift of less than eight (8) hours per day and scheduled to start at a time determined by adding one (1) hour to 7:00 p.m. for each hour the daily work schedule is less than eight (8) hours and before 7:00 a.m. or has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m. after using the calculation above.

110 & 111. Deleted

Straight Evening Shift Definition:

112. A work shift scheduled to begin on or after 11:00 a.m. and before 7:00 p.m., or has a majority of scheduled hours between 3:00 p.m. and 11:00 p.m.
113. A work shift of less than eight (8) hours per day and scheduled to start at a time determined by adding one (1) hour to 11:00 a.m. for each hour the daily work schedule is less than eight (8) hours and before 11:00 p.m. or has a majority of scheduled hours between 3:00 p.m. and 11:00 p.m. after using the calculation above.

114-122. Deleted

Initial Assignment to Rotating shifts:

123. Employees not assigned to straight shift schedules will be assigned to a rotating shift schedule.

Straight Day Shifts

124. No less than forty percent (40%) of the hours on the day shift on each unit shall be designated as straight day shifts.²¹ Assignment to these shifts will be offered in seniority order, most to least. In any event, at least one person will be assigned to a straight day shift schedule on each unit. The supervisor on each

²⁰ See Paragraph 656

²¹ See Appendix E for calculation of straight day shifts

unit will post the number of day shift hours needed and will determine the skill mix necessary on each shift.

125. Employees in the N-3 (RSAM) pay grade may request and be assigned straight shift positions. These straight shifts shall be in addition to hours calculated in Paragraph 124.

Changes in Shift Preference

126. Changes in shift preference will be made according to the following procedures:

127. When shifts become available, the manager will notify all unit employees. Any employee desiring to change their shift schedule to the available shift(s) must give the supervisor written notice of their preference as soon as possible. Such requests are due no later than one week prior to the unit's deadline for making schedule requests.

128. Employees wishing to change from a rotating shift schedule to a straight shift schedule will be assigned unless all straight shift schedules are filled. Where more requests are made than can be accommodated, assignment shall be on the basis of seniority, most to least.

129. Any employee wishing to change from a straight shift schedule, will be assigned to their shift preference as regular job openings occur, in accordance with seniority, most to least, or be assigned to a rotating shift schedule, if available.

130. In all cases where more than one (1) employee has requested a shift change to an available regular job opening on the unit, assignment shall be on the basis of seniority, most to least.

Shift Selection for Internal Transfer (6 months)

131. Shift selection for an employee transferring into the bargaining unit and/or a unit shall be based on length of service from the date of such transfer for six (6) months; thereafter, such an employee's seniority becomes effective.²²

Shift Reassignment

- 131A. When work hours need to be reallocated, employees and managers will meet to jointly identify and construct new individual schedules, and then these schedules will be selected using the following process.

- 1) Unit employees will be informed of the need for reassignment and the shift(s) and/or rotation(s) from which the reassignment could be made. (Reassignment means changing of an employee's straight shift, shift rotation and/or shift length to a different straight shift, shift rotation and/or shift length). Volunteers will be sought for this reassignment and will be reassigned in seniority order provided that the reassignment:

- a) Does not require the use of overtime;
- b) Does not require other employees to change their shift

²² See Intent Note for Paragraph 131

- assignments; and
 - c) Does not increase other employees' off shift rotations above the unit maximum.
 - 2) If there are no volunteers for the reassignment, the Unit Workload Review Committee will meet to consider the following options:
 - a) Increase off shift rotations up to the unit maximum;
 - b) Reassign the least senior employee who is not already working that shift;
 - c) If option (b) would require multiple other reassignments or off shift rotations above the unit maximum, then reassign the employee with the least seniority who can be reassigned without requiring multiple or other reassignments;
 - d) Have all employees take turns covering the shift. (Notwithstanding Paragraph 92, this assignment would be voluntary and would be used only if the coverage required would be infrequent).
 - 3) If the Unit Workload Review Committee chooses an option, other than those described in Step 2 above, this option will be presented to the Chair of the Association, the Associate Chief Nursing Officer, and the Director of Michigan Medicine's Human Resources Department, or their designees, for approval.

131B. An employee who is reassigned will have his/her original shift assignment restored in seniority order when the need for reassignment ends, provided that s/he indicated the desire to return to his/her prior shift or rotation.

131C. In order to restore reassigned employees to their original shift assignments, any positions posted for the unit will be for the shift to which employees were reassigned.

SECTION C. NON-DIRECT PATIENT CARE ACTIVITIES

132A. It is understood that nurses will be involved in both direct and non-direct patient care activities. To this end, time for non-direct patient care activities will be allocated as unit workload allows or as the Role Specific Advancement Model requires.²³ Opportunities for additional non-direct patient care time above that normally budgeted will be equitably distributed among employees working on well-defined non-direct patient care activities.

132A.1 When implementing new initiatives involving non-direct patient care activities, planning will include compensated time necessary to carry out the initiatives.²⁴

132A.2 Recognized unit and department committees will meet on a regular basis. It is not an expectation that employees participate on committees without pay. To

²³ See Paragraph 17

²⁴ See Paragraph 17

that end, a variety of measures will be utilized on each unit to insure participation with pay.²⁵

- 132B. Employees will make arrangements for non-direct patient care activities with their manager. The allocation of time will be mutually agreed to and based upon each individual's performance plan.
- 132C. The agreed upon division of time will be reviewed annually at the time the performance plan is created and at the request of either party with the understanding that short-term fluctuations may be negotiated.
- 132D. It is understood that the needs of the unit may necessitate re-scheduling an employee to perform direct patient care on a day that was originally set aside for the performance of non-direct patient care activities. In this event, alternative time will be scheduled. In addition, if there are specific days, for which the employee cannot be available for staffing; these days shall be negotiated with the manager.

SECTION D. ELECTRONIC MEDICAL RECORDS (CHARTING)

- 132D.1 A joint committee will be created consisting primarily of end-users, including management and front-line nurses. The co-chairs of the committee will be representative of Nursing management and the Association. The committee will provide recommendations related to nursing documentation prior to the build and implementation of any upgrade defined by the UMHS' EMR group (MiChart) as a major upgrade. Recommendations for additional staffing resources for downtime support and charting, if applicable, will be made. Committee meeting minutes will be submitted to JIT for review.
- 132D.2 Any upgrade defined by the UMHS' EMR group (MiChart) as a major upgrade will be communicated to affected employees before changes take effect. Employees will have at least forty-five (45) days to access an interactive practice environment in order to review any upgrade changes. Employees will have the opportunity to comment on the proposed changes and comments will be taken into consideration before the changes become effective.
- 132D.3 If applicable, when Electronic Medical Records (EMR) issues occur, efforts to address and fix the issue(s) in the moment should occur. If those efforts to address and fix the issue(s) cannot be accomplished at that time, an explanation will be provided.
- 132D.4 Electronic Medical Records (EMR) issues and updates will be a standing agenda item at JIT.

²⁵ See Paragraph 17

- 132D.5 In order to assess the adequacy of staffing levels related to the time spent charting patient care, a time study will be taken in various units beginning with the ICU's. The data will be used to make the assessment of adequate staffing.
- 132D.6 In conjunction with any upgrade defined by the UMHS' EMR group (MiChart) as a major upgrade, there will be at least two (2) Super-Users available as at the elbow support around the clock for seventy-two (72) hours unless the joint committee in Paragraph 132D.1 recommends otherwise. For Ambulatory Care end-users, the EMR support should also be ambulatory care nurses.
- 132D.7 Super-Users will be released with paid business time to support EMR functions per unit per month in the following manner:
- 100 FTEs or less: no less than two (2) hours per unit
 - >100 FTEs: no less than four (4) hours per unit
- 132D.8 APRN's will be given four (4) hours of non-clinical time during orientation to customize templates, smart-phrases, etc. In addition, APRN's will be given the option to attend the two-day (2) optimization training in order to improve clinical efficiencies.

SECTION E. OTHER PATIENT CARE ACTIVITIES

- 132E. An employee can refuse a work assignment in a concierge care program.

**ARTICLE 14
WORKLOAD REVIEW**

133. When a problem of excessive workload arises, it must be addressed to ensure the long-term viability of the unit, including quality of patient care and employee satisfaction.²⁶

Unit Workload Review Committee

134. In this connection, and at the discretion of the Association, unit workload review committees will be established on each unit as follows:
- a) The Clinical Nursing Director/Supervisor will serve on the committee and the Association shall develop a process to select up to six (6) representatives from the unit to serve on the committee. In larger units with over one hundred registered nurses, there shall be an additional two (2) representatives selected.
 - b) In Ambulatory Care units, there will be two (2) to six (6) employees and the Clinical Nursing Director. The office manager may participate but will not be a voting member and will not replace the nursing supervisor.

²⁶ See Intent Note for Paragraph 18 and refer to Article 53A: Nurse Practitioners

- c) Association members may be replaced by the Association when determined appropriate.
- d) Each committee will designate monthly meeting times, or more often at their discretion, to address workload concerns and formulate plans of action. Each committee will establish and adhere to a process to determine the defined regularity of meetings and indicators that will be used to determine the necessity of a meeting and the communication of such to the committee membership. Agendas shall be posted with a request for staff input at least one (1) week prior to each scheduled meeting. Committee decisions shall be made by consensus following the receipt of staff input. The unit will plan core staffing to assure release time for committee members. Patient care needs may require a change in the release time. Attendance at committee meetings while on over appointment or overtime is at employee discretion with supervisor approval.
- e) Each committee shall elect a chairperson other than the Clinical Nursing Director.²⁷
- f) Any concern related to the Workload Review Committee by members, University or the Association, will be handled in special conference. The concern will be jointly reviewed by the WRC, the University (Clinical Nursing Director and ACNO) and Association designee and an action plan established.
- g) A workload review committee will be convened in focus areas in Ambulatory Care. The attendees will include ACNRP and Decentralized float area staff representation. The meetings will occur at least quarterly and will have an agenda that includes the coordination of staffing and scheduling.

Workload Review Committee Resources

- 135. Members of unit workload review committees and the Association will be provided with education and information related to staffing and scheduling procedures, methodologies, considerations and tools, including available objective data.
- 135A. This information will include, if applicable, but is not limited to, fiscal considerations; tools, including patient classification system data and staffing data; other factors which may influence staffing and scheduling, such as road trips, delegation, training and mentoring responsibilities; the responsibilities of workload review committees, including relevant empowerment presentation; and the committee process.

NDNQI reports will be accessible to the Workload Review Committees in order to provide comparison among like units to advocate for a different staff mix or for more staff as situations require.

²⁷ See Paragraph 132.A.2

- 135B. At least monthly, the following will be provided for analysis:
- 1) Workload
 - 2) Over appointment
 - 3) Overtime
 - 4) Assigned Time Off
 - 5) Acuity and Activity trends
 - 6) Anticipated and Unanticipated absences
 - 7) Occupancy
 - 8) Use of Agency Nurses
 - 9) Any submitted Documentation of Practice Situation forms and any other relevant data
 - 10) Position control and the unit budget
 - 11) Use of professional development time.
 - 12) UAP resources

- 135C. Ambulatory Care workload review committees will have the following data available for review
- 1) Past month's patient visits
 - 2) Phone volumes (if available)
 - 3) Productive and non-productive RN hours
 - 4) Number of filled Licensed Practical Nurse and Medical Assistant hours
 - 5) ACNRP and Decentralized float area staff usage and temporary and Per Diem nurse hours
 - 6) Staffing plan including any benchmarks or budget information available
 - 7) Other relevant data

Any unresolved issues will be referred to the joint meeting of the Association and the University.

- 135D. MVN/MVC workload review committees will have the following data available for review
- 1) Productivity
 - a) Average caseload
 - b) Average visits per RN
 - 2) Case mix weight
 - 3) Activity trends
 - 4) Scheduled and unscheduled PTO
 - 5) Practice documents
 - 6) Position Control budgets
 - 7) OA/OT
 - 8) Visit fall off rate
 - 9) Professional development
 - 10) Other benchmark data

Any unresolved issues will be referred to the joint meeting of the Association and the University.

Workload Review Committee Responsibilities

136. Following a review of data, or whenever a workload concern is identified, the

committee will review a number of possible actions, including, but not limited to, temporary modification of task expectations, obtaining additional personnel, resources and modification of the workload. When expanding services, the University will engage in joint discussions with the workload review committees of the units affected by the change to solicit committee input into staffing scenarios. Where there is no WRC, the UMPNC will designate representatives. In any given situation, the actions most appropriate to implement will depend on a number of factors. These include, but are not limited to, the experience and skill level of the staff, the extent and expected duration of the problem, the nature of the work to be done, the availability of personnel, resources and time saving equipment. An analysis of available objective data, such as patient acuity and workload index data will be included in the review (see Para 88 for significant, long term **[not related to day to day or shift to shift]** changes to staffing levels).

- 136A. Workload review committees on 24/7 units will review the unit data on a monthly basis and submit a corrective action plan to the Association and the University whenever designated thresholds are exceeded. Staffing/Workload Monthly Reports will be reviewed at each workload meeting and a collaborative action plan based on the reports will be developed if indicated.
- 1) Workload review committee minutes and the Staffing/Workload Monthly Report will be available to the unit staff.
 - 2) In the event that a Workload review committee meeting is canceled, the manager and the Workload review committee chairperson are required to meet and complete the Staffing/Workload Monthly Report.
 - 3) The monthly minutes and the Staffing/Workload Monthly Report will be submitted to the Association and to Nursing Administration. JIT will review quarterly the list of the workload meetings.
- 136B. The unit workload review committee will have input related to hours per patient day (HPPD) and other relevant metrics during development of the unit budget. RN Hours Per Patient Day (HPPD) will reflect actual direct patient care hours by RN's. It is understood that HPPD or other relevant metrics are only one tool to be used in making staffing decisions. There will be a review of benchmarks (NDNQI, NACHRI, Specialty Association standards/guidelines, etc.) at the unit workload review committee at least quarterly and then annually with the Joint Implementation Team.
- 136C. Each Workload Review Committee will develop an acuity tool, if applicable, based on all benchmarks and relevant metrics associated with the patient population on that unit, make recommendations related to staffing patterns for each shift to ensure adequate resources to meet patient care needs. The acuity tool will be reviewed by the unit staff for feedback and input. A copy of the tool will be provided to UMPNC and the Associate Chief Nursing Officer upon completion. The WRC will review the acuity tool at least annually, or sooner if new initiatives or departmental changes are introduced that impact nursing care. The acuity tool will be utilized to assist in establishing staffing guidelines in accordance with professional standards of care and safety that promote positive patient outcomes.

- 136D. Additional Workload Review Committee responsibilities are described in Paragraphs 22A, 89, 131A.2-3, 158, 163A.1-4, 170D.2-3, 333H.2, 601E.
- 136E. Every two years, or when a significant change occurs, a joint team on each unit will analyze the required behaviors of Professional Development Framework employees and make recommendations to the manager. The Professional Development Framework will be based on behavior expectations.²⁸

Problem Solving Process Related to Workload Concerns

137. a. Actions agreed upon, which are under the control of the supervisor, will be implemented by the supervisor.
- b. When the committee has recommended actions or resources external to the unit, which cannot be implemented by the supervisor, the supervisor will discuss the recommendations with the Associate Chief Nursing Officer (or designee) and Association or designee. This meeting will occur within three (3) working days following identification of the need. If the Associate Chief Nursing Officer agrees with the proposed solutions, implementation will begin within seven (7) calendar days.
- c. If the Associate Chief Nursing Officer or the Association designee does not agree with the proposed solutions, she/he will meet with the workload review committee within three (3) working days to discuss the issues to arrive at a mutually agreed solution. When the unit workload review committee is unable to find resolution, the Associate Chief Nursing Officer, and Medical Director, as appropriate, will meet with the Workload Review Committee to develop mutually agreeable solutions.
- d. If the Associate Chief Nursing Officer and the unit workload review committee are unable to reach agreement, the Chief Nurse Executive (CNE) and UMPNC Chair or designee, Unit WRC and the Associate Chief Nursing Officer will meet within fifteen (15) days to review the unresolved workload issues and mutually determine the next steps. The implementation of the action plan will begin within a mutually agreed upon timeframe.
- e. When the Associate Chief Nursing Officer, the Association designee and the unit workload review committee agree that temporary reduction in the workload through managing the census is appropriate; the Associate Chief Nursing Officer will have the authority to implement this.
- f. The workload review committee will be responsible for development of a communication tool to be posted on each unit, which will communicate how the issues of workload, census, acuity and non-productive time are being addressed.

²⁸ See Addendum D

General Conditions

138. The Association will be informed of the times and locations of unit workload review committee meetings, by the chairperson, not the committee and may have a representative attend when available. Each unit workload committee will be attended by either the area or district representative at least annually. Workload committee orientation is mandatory for all new members and chairpersons annually.
- 138A. Meetings of all committees under this Article shall be exclusive of the Dispute Resolution Procedure and no dispute shall be considered at the meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings. The role of staff nurses on committees shall be to provide professional judgment to matters within their expertise. Discussions will include those topics related to the charge of the committee except for mandatory subjects of bargaining, which shall be reserved for the bargaining process.
139. Any questions regarding this article may be reviewed through the second step of the dispute resolution procedure. Any unresolved questions following the second step of the dispute resolution procedure may be appealed to the Executive Director of University Hospitals who shall conduct a hearing and issue a decision within two (2) calendar weeks of any such appeal. However, no questions arising from this Article may be reviewed through Arbitration.

ARTICLE 15 OVERTIME

SECTION A. DEFINITIONS

140. For the purposes of the Article and the computation of overtime premium, the following definitions shall apply:
141. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each workday.
142. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.
- 142A. "Over-Appointment" shall mean time when actual work is required and performed beyond the appointment fraction as described in Paragraphs 148 & 149 and is not inclusive of any hours defined and paid as overtime. This definition is for the purpose of calculation of any Over-Appointment incentive or bonus in this agreement.

SECTION B. OVERTIME PREMIUM

143. An employee assigned to a classification in the Professional Development Framework or Role Specific Advancement Model, will be paid an overtime premium of one half (1/2) the employee's rate of pay per hour and shift premium, if applicable, dependent upon the work schedule to which assigned, for the time paid as follows:
- 1) In excess of eighty (80) hours in a two (2) calendar week work schedule or in excess of eight (8) hours in a day; or
 - 2) In excess of forty (40) hours in a one (1) calendar week work schedule or in excess of an employee's regular daily schedule of work of not less than eight (8) hours in a day; or
 - 3) In excess of one hundred twenty (120) hours in a three (3) calendar week work schedule or in excess of twelve (12) hours in a day. This section applies only to Flight Nurse Specialists within the Role Specific Advancement Model (RSAM).
147. To accommodate an employee's schedule request, the overtime premium in Paragraph 143 will be waived provided there are seven (7) hours between the end of one shift and the beginning of the next shift. In no case shall an employee delivering direct patient care be permitted to return to work following an overtime shift with less than seven (7) hours off between shifts except as noted in Paragraph 175D.
148. In calculating hours to determine when the overtime premium is payable the following will be used:
- 1) Time when actual work is required and is performed. Employees fulfilling work obligations in-lieu of lunch shall be paid overtime as applicable.
 - 2) Time off for which pay is received pursuant to Article 30- Extended Sick Time, Article 35- Funeral Leave Pay/Bereavement, and Article 36 – Jury and Witness Service will be counted. Time paid pursuant to Article 29- Paid Time Off will only count towards the calculation of overtime if the employer contacts and requests the employee to work, with manager approval, on the day that they have scheduled PTO and for the actual hours worked. In addition, PTO taken as a result of ATO will count towards the calculation of overtime.
149. In addition, excused paid time during an assigned schedule of work pursuant to Article 40, (Committees), Article 46, (Dispute Resolution Procedure and Mediation Procedure), Article 47 (Arbitration Procedure), Article 48, (Conferences), Article 49, (Professional Activities and Education), Article 50, (Release Time for Association Business) will be counted in calculating hours to determine when the overtime premium is payable.
150. Employees in pay grades N-4, N-5 and N-6 are not entitled to the overtime premium but will receive compensation, in addition to their monthly salary, at

each employee's rate of pay per hour and shift premium, if applicable, for paid time in excess of the hours set forth above and calculated as provided above.²⁹

SECTION C. PYRAMIDING

151. Overtime premium shall not be pyramided, compounded, or paid twice for the same time paid.

SECTION D. SCHEDULING

152. The parties agree that overtime assignments should be filled by volunteers. In those extraordinary circumstances when mandatory overtime is assigned, an employee will work unless the employee is excused. (See Section G: Mandatory Overtime, Paragraph 163H.1-5) The University will endeavor to give employees forty-eight (48) hours advance notice of overtime assignments. Except for extraordinary situations, an employee shall not work in excess of sixteen (16) hours in a twenty-four (24) hour period. Any employee who feels that overtime has been disproportionately assigned to him/her shall discuss the matter with his/her supervisor.
153. The following process will be used to fill needs through the use of overtime, above appointment hours and the use of Central Staffing Resource including both regular and temporary employees, and Per Diem employees:
154. Sequence for filling open shifts after the schedule is posted:³⁰
- 1) Employees needing hours to meet their appointment fraction.
 - 2) Regular float employees.
 - 3) Per Diem employees.
 - 4) Unit-based temporary employees.
 - 5) Regular employees requesting overtime or over appointment hours.
155. Volunteers for overtime/over appointment hours will have priority over assigned overtime. When a decision must be made between two or more employees, tie-breakers will be the fewest number of overtime/over appointment hours worked in the scheduling period, and then by the date of the last occurrence, and then by seniority, highest to lowest.³¹
- 155A. Assigned overtime/over appointment will not affect employee-initiated obligations for work beyond their appointment fraction, nor will the employee-initiated obligations relieve the employee of assigned overtime/over appointment.

²⁹ See Paragraph 655

³⁰ See Intent Note for Paragraph 185

³¹ See Paragraph 158

156. Where there are no volunteers and unit employees must be assigned, the hours will be assigned equitably among all the employees on the unit using the applicable overtime system. When a decision must be made between two or more employees who have equal amounts of overtime/over appointment hours, the decision shall be based on the last occurrence and then on seniority, lowest to highest unless the assigned overtime would cause the employee to work beyond their individual limit.³²
157. If overtime/over appointment hours (including those hours worked to cover Incremental PTO) are no longer needed, the hours will be canceled in the following sequence.
- 1) An employee on overtime/over appointment who is volunteering to be canceled will be allowed to leave.
 - 2) If there is more than one volunteer, the employee with the greatest amount of overtime/over appointment hours worked in the scheduling period will be allowed to leave. If the volunteers have an equal number of overtime/over appointment hours, then the most senior employee will be allowed to leave.
 - 3) If there are no volunteers, the employee with the greatest number of overtime/over appointment hours within the scheduling period will have their hours canceled. In case of a tie, the overtime/over appointment hours of the least senior employee will be canceled.
 - 4) Prescheduled over appointment hours will be the last to be canceled.

Recording Systems

158. Workload Review Committees will determine equitable recording systems to determine distribution of overtime and assigned time off. These two (2) systems will be complementary. Overtime/over appointment hours (including those hours worked to cover Incremental PTO)³³ will be recorded in a manner that honors the principles of equity and seniority consistent with the applicable Overtime System. Workload Review Committees will determine specific application of the recording systems.³⁴
- 158A. Guidelines for Recording Systems for applicable areas related to Overtime, Assigned Time Off, On-Call and Float:
- 1) Eligible overtime and over appointment will be recorded for purposes of determining hours accrued toward limit, assigning overtime and release when overtime is no longer needed.
 - 2) Overtime will be recorded in a log(s) comprised of two components: equity and scheduling
 - 3) Hours accrued toward an individual limit will be recorded in an equity log. Hours accumulated in excess of the defined limit will not be recorded in the equity log.

³² See the applicable Overtime System Paragraphs 163D.1, 163H.1

³³ See Paragraph 157 – cancellations. Record with differential marking/coloring.

³⁴ See Paragraphs 163C - 163K Overtime Systems, Paragraph 180D, Voluntary Float

- 4) Eligible overtime/over appointment hours worked and all other hours will be recorded in the schedule period Log.
 - 5) Credit for eligible float occurrences will be recorded on the equity log or the assigned time off log, at the employee's direction as the date of last occurrence.
 - 6) Details regarding the format, definition of occurrence, method for "zeroing" the logs, etc., will be determined by each unit's Workload Review Committee.
159. Any regular employee who is unit based and wishes additional hours on units other than their own, will make their scheduling availability known to the CSR or ACNRP.
160. Employees will not be required to alter their scheduled shift or their typical lunch length to avoid the payment of overtime.

SECTION E. OVERTIME/OVER APPOINTMENT MANAGEMENT

163. The parties agree that in the operation of a tertiary care medical facility, some overtime is unavoidable. We further agree that it is desirable to minimize these occurrences. To this end, occurrences of overtime shall be monitored and addressed according to the following procedures.

OT/OA Trigger Report, Review, and Penalty

- 163A. The parties will develop an overtime/over appointment trigger report for the purpose of reviewing excessive usage of overtime and over-appointment.
- 163A1. The University will provide the Association with an OT/OA management report every pay period with explanation for OT/OA greater than ten percent (10%) of all hours worked in that pay period.
- 163A2. ACNO/CNO's will provide monthly reports to the JIT for unit(s) in their area or responsibility experiencing staffing concerns. An action plan will be presented. Two (2) months post-presentation to the JIT, a review of the unit and the action plan with the JIT will occur.
- 163A3. Upon ratification and during the term of this agreement (10.10.2018), if a unit has a OT/OA Trigger of seven and one-half percent (7.5%) or greater for all hours worked in three (3) consecutive (4) four-week periods (an occurrence), an OT/OA penalty shall apply as follows:
- 1) First occurrence: \$100 per RN-FTE on the unit to a maximum of \$7500.
 - 2) Second consecutive occurrence and each consecutive occurrence thereafter: \$100 per RN-FTE on the unit to a maximum of \$10,000.
 - 3) Penalty monies will be used for educational, professional, or patient care related unit needs. The Workload Review Committee (WRC) will develop options for use of the funds and a unit-wide vote will determine the use of funds by a majority vote of unit employees who are eligible to vote and voting in the unit.
 - 4) If a unit or department has been assessed a penalty as described above twice

in a twelve (12) month period, a meeting within five (5) business days will be scheduled to discuss the situation and develop further plans. The meeting attendees shall be the CNO, ACNO, Clinical Nursing Director, Nursing Supervisor, unit WRC chair, UMPNC Chair or designee, UMPNC Area Rep and the HR Business Partner.

- 163A4. At the time of ratification of this CBA (10.10.2018), a unit where a special staffing incentives agreement is in effect, the special staffing incentive agreement will remain in effect until such time the unit has an OT/OA Trigger of less than five percent (5%) for two (2) consecutive (4) four-week scheduling periods. Thereafter, the conditions and provisions of Paragraph 163A3 above are enforced.

Overtime Systems

- 163B. The overtime system is designed to encourage volunteerism and to provide an individual limit for overtime/over appointment hours.

SECTION F: MANDATORY OVERTIME/OVER-APPOINTMENT SYSTEM

Definition:

- 163C. Individual Limit: The point reached through assigned or voluntary time worked on an employee's home unit beyond which an employee cannot be required to work mandatory overtime.

“Mandatory Overtime” means requiring a nurse to work more than the nurse’s regularly scheduled hours according to the predetermined work schedule.

The mutual intent of the Association and the University is to eliminate the use of mandatory overtime, except in extraordinary circumstances as defined below. A nurse may be required to work mandatory overtime only if all of the following conditions are met:

- 1) The work is a consequence of an emergency situation which could not have been reasonably anticipated;
- 2) The emergency situation is nonrecurring and is not caused by or aggravated by inattention or lack of reasonable contingency planning;
- 3) All good faith and reasonable attempts to obtain workers during the succeeding shifts have been exhausted and there is no one else to take over the assignment;
- 4) The nurse has critical skills and expertise that are required for the work;
- 5) The patient care assignment based on standards of care requires continuity of care through completion of a case, treatment, or procedure; and
- 6) The nurse has been informed of the basis for the mandatory overtime which meets the requirements for the mandatory overtime listed in this Paragraph.

- 163C1. Overtime worked related to patient care safety, such as completing patient care, procedures, tests, and transport will not be considered mandatory overtime and

will not qualify for mandatory overtime pay premium. Over-Appointment hours worked in these situations will be paid at the overtime rate at 1.5x the employee's rate of pay.

163D. Individual Limit – Year 1: (cba 2018)³⁵

- 1) All units (including Ambulatory Care) except OR/PACU & Procedure Areas, Emergency Department: No employee will be required to work more than eight (8) overtime/over appointment hours in a four-week scheduling period on their home unit.
- 2) OR/PACU & Procedure Areas: No employee will be required to work more than a total of six (6) over appointment/overtime hours in a four-week scheduling period.
- 3) Emergency Department: No employee will be required to work more than eight (8) over appointment/overtime hours in a four-week scheduling period on their home unit. In addition, the Emergency Department employee will have an on-call limit of four (4) hours in a four-week scheduling period on their home unit.
- 4) Central Staffing Resource (CSR) and Ambulatory Care Nursing resource Pool (ACNRP) employees will have one individual limit for over appointment/overtime hours worked regardless of working outside of their cluster.

Individual Limit - Year 2 and Year 3: (cba 2018)³⁶

- 1) All units including Ambulatory Care: No employee will be required to work more than four (4) overtime/over-appointment hours in a (4) four-week scheduling period on their home unit. In addition, the Emergency Department employee will have an on-call limit of four (4) hours in a four-week scheduling period on their home unit.
- 2) Central Staffing Resource (CSR) and Ambulatory Care Nursing Resource Pool (ACNRP) employees will have one individual limit four (4) hours for overtime/over-appointment hours worked regardless of working outside of their cluster.

Exceptions to Individual Limit

163E.

- 1) Overtime/over appointment hours resulting from employee-initiated schedule changes, including trades or coverage related to incremental PTO access, (Para 333.P.1) coverage for employees who are absent due to extended sick time or FMLA (Para 185P), and employee initiated “double-backs” (Para 147) will not be credited toward the individual limit,
- 2) Over appointment hours, that are scheduled prior to a schedule being posted, as a result of a part-time employee's request, will not be credited toward the individual limit.

³⁵ See Individual Limit exceptions, Paragraph 163E

³⁶ See Individual Limit exceptions, Paragraph 163E

- 3) Employees who are scheduled off on a holiday and who request, prior to the schedule being posted, to work their full appointment fraction during the holiday week will not have those hours credited toward the individual limit.
- 4) OR/PACU/Procedure Areas: On call and over appointment/overtime hours worked as a result of traditional holiday, weekend and off shift on-call systems will not be credited toward the individual limit.
- 5) Incidental OA/OT in all areas, except OR/PACU/Procedure areas, that is less than one (1) hour is not applicable to the individual limit. In OR/PACU/Procedure areas, incidental OA/OT that is less than thirty (30) minutes is not applicable to the individual limit.

163F. For areas other than those defined as a unit for the purpose of staffing and scheduling, factors affecting workload will automatically be reviewed for problem resolution by the Workload Review Committee when an employee is over the individual limit. If the workload review committee is unable to resolve the issue, further review and problem resolution will occur consistent with the intent of the Collaborative Practice Model.

SECTION G: MANDATORY OVERTIME

PAY & REVIEW

- 163G. Mandatory overtime will be paid at 1.75x the employee's rate of pay.
- 163H. If mandatory overtime or over-appointment is used in a (4) four-week scheduling period, a written report on the rationale for usage will be sent to the ACNO for that area and the Association. The report will be presented at the next JIT-Leadership meeting.
- 163I. In order to assess if there is an issue with mandatory overtime in any nursing department/unit, mandatory overtime data in real-time will be utilized as well as submitted to the Association on a bi-weekly basis. When an unexplainable block of four (4) or more hours of mandatory overtime is identified, the unit Clinical Nursing Director or appropriate Nursing management representative will convene an emergency staffing meeting within three (3) business days. The attendees at the meeting will be the Clinical Nurse Director or appropriate Nurse management representative, UMPNC representative, and any available department/unit staff able to attend. A report of the meeting will be sent to the CNO/ACNO for that area.

The CNO/ACNO will report to the JIT as described in Paragraph 163A2 above.

ARTICLE 15 - A ASSIGNED TIME OFF

164. This assigned time off procedure does not apply to Holidays.³⁷

³⁷ See Paragraph 368

164A. In the event there is more staff scheduled for a shift than are required to meet the workload, it may be necessary to reduce the number of employees scheduled for that shift. When all overtime and over appointment hours have been canceled in accordance with Paragraph 157, then the following procedure shall be used to make an adjustment.³⁸

- 1) Supervisory employees will be released from direct patient care.
- 2) CSR/ACNRP temporary employees will be released back to CSR/ACNRP for reassignment.
- 3) Unit-based temporary employees will be released.
- 4) Employees who have responsibilities that are non-direct will be released from direct patient care if they have work to accomplish.
- 5) CSR/ACNRP regular employees will be released back to CSR/ACNRP for Reassignment.³⁹
- 6) Per Diem employees will be released.⁴⁰
- 7) Volunteer floats from other units will be released.
- 8) Multi-unit (Dual unit) staff are offered the ability to float.
- 9) Staff who are designated to float pursuant to MOU: Variable Staffing will be released to their designated float unit in the event that their home unit is overstaffed, unless staff on the designated float unit would be negatively impacted.
- 10) Staff who have committed to being a voluntary float (float list) will be released to float in the event that their home unit is overstaffed, unless staff on the designated float unit would be negatively impacted. Float commitment is required for the voluntary floats for a minimum of one, 4-week scheduling period.

When more than 1 person on a unit has committed to float the person who floats will be:

1. Employees who need to meet their appointment fraction;
2. Volunteers;
3. Fewest number of float occurrences logged per one, 4-week scheduling period.
4. If all else is equal then seniority, highest to lowest, will be the factor used to determine who will float.

164B. Voluntary time off shall be recorded by occurrence and distributed equitably among all unit employees as referred to in Paragraph 158. The following sequence will be followed in seniority order, highest to lowest:

- 1) Employees willing to float to other units.
- 2) Employees willing to go or stay home while being on-call, if needed. The on-call will be for the entire shift unless a partial shift is offered. The hours of on-call must be agreed upon at the time of volunteering.
- 3) Employees willing to go or stay home and use PTO time or no- pay. A Per Diem or unit based temp (UBT) staff member who is working may be retained

³⁸ See MOU 768 - 770: Ambulatory Care Nurse Resource Pool

³⁹ See Paragraph 185I

⁴⁰ except as noted in Paragraph 164.B.3

and the employee will be granted the time off. Per Diem will be given preference over UBT staff in being retained.

- 164C. An employee who volunteers to be off or is assigned off may be requested to be on-call with appropriate compensation.⁴¹ An employee who is assigned off will not be required to be on call or return to work during that employee's shift.
- 164C1. A Designated Float employee who has not floated in the previous three (3) months will be allowed to float to their designated unit(s) prior to mandatory assigned time off in order to maintain competencies and skills.
- 164D. If a sufficient number of volunteers is not found, employees may be assigned off in seniority order, lowest to highest, including employees who have responsibilities that are non-direct who are providing direct patient care. Time assigned off will be recorded by occurrence and distributed equitably among all unit employees.⁴² In this connection, the University will make a good faith effort to limit the designation so that no employee will be sent home for more than twelve (12) hours in a two (2) calendar week period.⁴³
- 1) CSR staff who float to two (2) or more CSR clusters will be the last assigned mandatory assigned time off.
 - 2) Employees that had previously volunteered to float, excluding designated float staff (those staff who float pursuant to MOU: Variable Staffing), will be exempted from the next occurrence of mandatory assigned time off as recorded and applied via the unit's WRC guidelines.⁴⁴
- 164E. When volunteers to float are in competition for available hours, whether CSR/ACNRP regular employees floating outside of their home cluster or employees floating from their home units, the employee assigned off will be determined by seniority and then by the last date of assigned time off, assuming that the CSR/ACNRP employee cannot be reassigned.⁴⁵
- 164F. In addition, the employee shall have the option of using PTO time, provided the employee has sufficient accrued PTO time, or approved no pay time. This includes units, which may close prior to the completion of an employee's shift. The employee may request or may be offered the opportunity to make up the time and return PTO to bank in the same week. Absences incurred under this Article shall not adversely affect the employment record or benefits of the employee.
- 164G. Employees assigned time off will have first priority to recoup hours in the pay period/week without incurring overtime.

⁴¹ See applicable Overtime System Paragraphs 163D.2, 163H.2

⁴² See Paragraph 158

⁴³ See Intent Note for Paragraph 164D

⁴⁴ See Paragraph 180D

⁴⁵ See Paragraph 185J

- 164H. Employees may volunteer for alternate work through the Central Staffing Resource or ACNRP, which will count as equivalent to assigned time off for purposes of recording and equitable distribution. If work is available, the regular employee will have priority over any temporary or Per Diem employee for available hours on a unit, on which they are qualified to work and priority over unit employees on overtime.
- 164I. A regular employee who reports for work at the employee's scheduled start time when the employee has not been notified that no work is available may be assigned alternate work. If no alternate work is assigned and the employee is assigned off, the employee shall receive four (4) hours pay at the employee's hourly rate, plus shift premium, for any shift. This applies to regular, over appointment and overtime shifts per 11.18.05 Joint Implementation Team decision. This paragraph does not apply to assigned time off on a Holiday.⁴⁶
- 164K. Such payment or options will not be payable if no work is available because of conditions beyond the control of the University, such as fire, flood, power failure, labor dispute and student disruption, or if the employee fails to receive notice not to report because the employee did not provide a correct address or telephone number.
- 164L. Once any unit experiences three hundred twenty (320) hours of ATO in a 4 week scheduling period a meeting will be convened in fourteen (14) calendar days. The meeting will be with the unit's Director, Manager/Supervisor, and the Association and WRC chair to review the situation and discuss potential options and solution to prevent the ATO threshold to be exceeded.

**ARTICLE 16
SHIFT PREMIUM**

SECTION A. EVENING SHIFT PREMIUM

- 165. An evening shift premium for hours worked shall be paid to an employee who is scheduled to start work on or after 11:00 a.m. and before 7:00 p.m. or who has a majority of scheduled hours between 3:00 p.m. and 11:00 p.m. For those employees who work straight Evening shifts shall also receive the evening shift premium for scheduled PTO, Jury Duty and Bereavement paid hours.

The evening shift premiums for this cba (2018) shall be as follows:

- Year 1: \$2.35 per hour
- Year 2: \$2.45 per hour
- Year 3: \$2.55 per hour

- 166. A work shift of less than eight (8) hours per day and scheduled to start at a time determined by adding one (1) hour to 11 a.m. for each hour the daily work schedule is less than eight (8) hours and before 11:00 p.m. and has a majority of

⁴⁶ Refer to Paragraph 368

scheduled hours between 3:00 p.m. and 11:00 p.m. after using the calculation above.

SECTION B. NIGHT SHIFT PREMIUM

167. A night shift premium for hours worked shall be paid to an employee who is scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. or who has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m. For those employees who work straight Night shifts shall also receive the night shift premium for scheduled PTO, Jury Duty, and Bereavement paid hours.

The night shift premiums for this cba (2018) shall be as follows:

Year 1: \$3.20 per hour

Year 2: \$3.30 per hour

Year 3: \$3.40 per hour

168. A work shift of less than eight (8) hours per day and scheduled to start at a time determined by adding one (1) hour to 7:00 p.m. for each hour the daily work schedule is less than eight (8) hours and before 7:00 a.m. and has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m. after using the calculation above.

SECTION C. WEEKEND SHIFT PREMIUM

- 168A. A weekend shift premium of \$1.75 per hour paid to an employee for all weekend shifts worked.

SECTION D. ADDITIONAL PROVISIONS

169. An employee who works beyond (before or after) the employee's scheduled hours will continue to receive shift premium, if any, determined by the starting time set forth in paragraphs 165 to 168 above.

If an employee (1) is scheduled and works eight (8) or more hours; and (2) works more than four (4) additional consecutive and contiguous hours; then the employee will be paid the shift premium for that shift, or the shift premium for his/her first eight (8), ten (10) or twelve (12) hour shift, whichever premium is greater.⁴⁷

170. If an employee's schedule of work is divided by a period of time exceeding one (1) hour, the second segment will be considered a new starting time in determining whether a shift premium is payable for that segment.

⁴⁷ Including weekend nights and weekend evening premiums.

ARTICLE 17
ON-CALL SYSTEMS AND PAY

SECTION A: ON-CALL SYSTEMS

170A. On-call scheduling systems must comply with the on-call language in this Article.⁴⁸

Established Systems in Unscheduled Patient Care Areas

- 170B. 1) Established systems in unscheduled patient care areas, in effect prior to April 11, 2001 shall remain in effect for the duration of this Agreement.
- 2) A supplemental call system may be developed on units with an established call system to cover overtime which occurs at the end of a shift, subject to manager approval.

170C. In the event either party wishes to change an established on-call system or create a new system, the parties shall meet to negotiate such changes.

Short-Term Systems on 24/7 Units

- 170D. 1) If the following criteria for establishing a short-term on-call system on an inpatient unit are met, the manager will request a special conference with the Association and the Associate Chief Nursing Officer:
- a) The unit must document a five per cent (5%) rate in anticipated open shifts or an overtime trigger over five per cent (5%).
 - b) A majority of the unit employees must vote to establish an on-call system.
- 2) If approval to establish an on-call system is given by the Association and the Associate Chief Nursing Officer, an Association representative will meet with the unit workload review committee to determine the reasons for the situation and recommend actions to:
- a) Respond to the current situation.
 - b) Prevent the situation from recurring
- 3) The on-call system will remain in effect no longer than four (4) weeks, at which time, its effectiveness will be evaluated by the unit workload committee and the Association. Components of the evaluation may include, but will not be limited to:
- a) Success of the system in meeting unit staffing needs.
 - b) Employee satisfaction with the system.
 - c) Lengths of shifts that employees worked to maintain safe staffing levels.
 - d) A determination if the precipitating problem has been resolved and if not, why.
 - e) Decide if an extension of the system should be requested.
- 4) Additional data, which may be useful in decision-making, will be provided to the evaluation group upon request. Examples of data are:
- a) Unit census and acuity trends on a month-to-month basis.

⁴⁸ See Intent Note for Paragraph 163B and Intent Notes for Paragraph 170A

- b) Comparisons of assigned time off versus overtime/overfill hours.
 - c) Use of PTO and extended sick time hours.
- 5) If it is determined that the need for an on-call system remains, a second majority vote of the unit employees must be obtained.
- 6) Scheduled on-call on 24/7 units may be cancelled with less than twenty-four (24) hours' notice at the employee's request and with the manager's approval.

Per Diem Classifications and On-Call

- 170E. 1) Units will be able to include the Per Diem classifications for on-call within their unit Per Diem and/or on-call scheduling guidelines.
- 2) Per Diem classifications are included and to be covered only in the following specific Article 17: On-Call Systems and Pay provisions and paragraphs: 172, 173, 174, 175B, and 175C.
- 3) Managers will have the discretion to cancel or restrict on-call assignments for Per Diem classifications based on competencies, skill mix and unit needs.

SECTION B: ON-CALL PAY

171. An employee shall receive the following hourly rate for time in an on-call status:

	FRAMEWORK		2)	RSAM	\$5.00
1)	RN Level A – F	\$5.00	3)	N-4	\$7.50
			4)	NP-4	\$7.50
			5)	N-6	\$11.00

Per Diem	Rate/hour
RN Per Diem	\$5.00
RN Per Diem Expanded Role	\$5.00

Provided, however that an employee is not in the on-call status when at work nor shall an employee receive on-call pay for any time in the on-call status when the employee does not return to work pursuant to call. On-call pay hours equal the number of hours scheduled to be potentially at work.⁴⁹

- 171A. For all units with on-call systems in place all hours worked pursuant to on-call will receive an additional \$2.50/hr. These hours will not appear in any trigger calculation.⁵⁰
172. An employee shall be in an on-call status only for that period specifically made known to the employee in advance. Such status is not time worked for any

⁴⁹ See Paragraph 174A. see Intent Note for Paragraph 171

⁵⁰ See Intent Note for Paragraph 171A

purpose. On-call assignments will be selected from among volunteers when practicable. If sufficient volunteers are not available, assignments will be made first from among those who have not volunteered for the time period for which volunteers are sought. Thereafter, and if more assignments are made, the assignments will be prorated equitably according to appointment hours to the extent practicable.

173. Any employee in an on-call status is required to restrict whereabouts to the extent that the employee can be reached immediately by telephone, paging device or similar arrangement and be available to immediately return to work when called. Employees on call will have access to a paging device.
174. When an employee reports for work as a result of being called in while an on-call status existed, the employee shall receive payment at their hourly rate, including applicable premiums, for the time the employee works. All hours worked pursuant to on-call are eligible for the hourly bonus. The on-call rate will not be paid for the same hours the employee is receiving either on-call back pay or pay for time worked pursuant to on-call.
- 174A. The employee who is voluntarily on-call and returns to work their regularly scheduled hours is not eligible for the bonus in paragraph 171A.
175. The employee may be assigned to perform duties other than those intended at the time the employee was called in. For purposes of this provision, the employee has the option of declining to perform the duties if the duties assigned are not customarily performed by employees. However, if no duties are assigned, the employee shall receive an amount equal to two (2) hours of pay at the rate of time and one half (1/2) of their hourly rate, and shall be paid every time the employee returns to work. Such payment is not time worked for any purpose.⁵¹
- 175A. On-call status will not be cancelled with less than twenty-four (24) hours' notice.⁵²
- 175B. Employees will not normally be required to work beyond the specified on-call time frame. Employees will not normally be required to work beyond the specified on-call time frame except in some situations in the unscheduled patient care areas, i.e., staying an extra one-half (1/2) hour to finish a case in the O.R. rather than calling in a new on-call team. If employees are required to work beyond the specified on-call time frame, the time should be short in duration. Employees will not be required to work beyond the specified time frame simply to have them work the two (2) hours pay they will receive as a result of being called in.
- 175C. On-call will be limited to twelve (12) hour blocks in those areas where there is a high frequency call back rate, unless it is mutually agreed by the employee and

⁵¹ See Paragraph 180C

⁵² See Paragraph 333.P.1.4

the manager to have longer time blocks. Unit on-call guidelines will include length of on-call blocks to be used on that unit.⁵³

175D. Sleep time:

The parties agree that for those units without 24-hour regular patient care operations employees who work in excess of two (2) hours after 7 p.m. pursuant to on call for the night shift as defined, will be allowed a period of nine (9) hours of sleep time. These hours will be paid at the normal rate of pay up to and equal to the hours worked from two (2) to a maximum of four (4) hours in ½-hour increments for the hours lost from their normal work schedule. This paragraph does not apply to shifts of work or on-call on weekends or holidays.

**ARTICLE 18
CALL BACK PAY**

176. An employee who is not in an on-call status and returns to work because of a call back made after the employee has left the University premises upon completion of their assigned schedule of work, whether on a scheduled day off or following a day worked, shall receive payment at their hourly rate, including applicable premiums, for the time worked. In this regard, the employee may be assigned to perform duties other than those intended at the time the employee was called in. For purposes of this provision, the employee has the option of declining to perform the duties if the duties assigned are not duties customarily performed by employees. However, if no duties are assigned, the employee shall receive an amount equal to four (4) hours of pay at their hourly rate. Such payment is not time worked for any purpose.

177. This provision shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, provided the University permits the employee to work the employee's scheduled hours of work for that day.

**ARTICLE 20
VARIABLE ACTIVITY**

178. The parties agree that the appropriate deployment of employees to provide high quality nursing care for all patients in a large tertiary care medical center is a complex task. Further, marked changes in the activity of individual units within such an institution present a particular challenge to the flexibility and creativity of the staff to respond to these changes within the limitations of finite resources. In order to respond to these changes, the parties agree that a variety of methods to allow redeployment of staff, while maintaining the principles of volunteerism and equity of distribution, be made available. It is mutually desirable that responses to these changes be made without incurring overtime

⁵³ See Intent Note for Paragraph 175C

SECTION A. FLOATING

Float Bonus

179. An employee who agrees to float (voluntarily, committed (4-weeks), or designated) from their unit at times of reduced staffing needs for at least four (4) hours will be paid eight dollars (\$8.00) per hour or will be credited with one (1) hour of PTO for every four (4) hours worked in float status in addition to their hourly wage. The choice will be made by the employee at the time floating occurs. This is only applicable to regular hours, not overtime or over appointment.⁵⁴
- 1) In the operating rooms, float bonus, when applicable, will be paid through the conclusion of the case.
 - 2) In the Operating Rooms, cases occurring after hours (on-call) will be conducted in the location best suited to the patient's needs. However, this will not be considered a float occurrence.
180. Employees who float to another unit to provide expertise that is not available on the receiving unit will receive the float bonus as described in Paragraph 179 of this Article for all hours worked. A four (4) hour minimum is required.
- 180A. Employees who float to an Ambulatory Care Clinic for the purpose of enhancing their own professional growth will not be eligible for the float bonus. CSR/ACNRP regular employees in need of placement will have priority over an inpatient employee seeking additional skills in the Ambulatory Care Clinics.
- General Principles – Floating
- 180B. Employees who are voluntarily floating will not be required to float more than one time during a shift.
- 1) An employee voluntarily floating may to return to the home unit if they are no longer needed on the receiving unit.⁵⁵
 - 2) A committed or designated float who is no longer needed on their receiving unit, will return back to their home unit and will use the home unit as the basis for ATO consideration.
- 180C. If an employee is on-call for one unit, he/she will not be required to report to work and then float to another unit for that shift.
- 180D. Credit for float occurrences will be recorded as overtime/over appointment or assigned time off in the unit recording system as established according to Paragraph 158 for voluntary floats, at the employee's direction or the employee may choose instead to have the occurrence of a voluntary or committed float to be exempted from the next occurrence of mandatory assigned time off.⁵⁶

⁵⁴ See MOU 768 – 770: Ambulatory Care Nurse Resource Pool

⁵⁵ See Intent Note for Paragraph 180B

⁵⁶ See Intent Note for Paragraph 180D

181. Orientation will include the full range of activities that the employee will be expected to perform, and will be based on existing competencies used in any new employee's orientation.⁵⁷
- 181A. When there is mutual agreement between an employee and a manager that the employee may float to enhance professional skills, the manager will commit to providing the necessary training and the employee will commit to working an agreed upon number of shifts.
182. An employee who is voluntarily floating under this Article has the right to refuse a particular assignment, based on competency. The supervisor and the employee will meet to resolve the issue. No discipline can be initiated against the employee who is floating until a meeting between the employee, supervisor and the Association is held to review the issues.

SECTION B. DESIGNATED FLOAT NURSES

- 182B. All new employees hired on or after June 24, 2013 will select another unit other than their home unit to float to in times of low census. After orientation to the selected float unit, the employee will be assigned to float according to Para 164A. Current regular staff as of March 22, 2013 may volunteer to select another unit other than their home unit to float to in times of low census as described above.
- (1) Designated float nurses will be encouraged to float to their designated unit for at least one (1) shift every six (6) months in order to maintain their competencies.
 - (2) Designated Floats may choose the appropriate CSR cluster as their designated unit and will not be eligible for CSR bonus/differential.
 - (3) Each unit will provide adequate resource information for floating staff, including create a list of mentors for those designated floats to use a resource when they float to that unit, as well as a handbook that will be available in print and online.
 - (4) The employer will provide an on-line feedback form to provide an opportunity for the Designated Float nurse and any other nurses floating to another unit to review the float assignment and provide feedback on their experience of floating on that unit. The feedback provided through this process will be reviewed at the JIT-Leadership meetings. The unit's Nursing Leadership (Clinical Nurse Director/Nurse Supervisor) will be provided an opportunity to respond to negative feedback and submit their responses to JIT-Leadership.

SECTION C. TEMPORARY WORK ASSIGNMENT⁵⁸

183. The Employer may reassign employees from their regular unit in the following situations:

⁵⁷ See Paragraph 18

⁵⁸ For Permanent Transfer see Paragraph 184F

- 1) In response to a situation that will last for a period of time and/or is anticipated. In this case, the University will discuss the matter first with the Association.
- 2) In any isolated situation which requires a response, is urgent and not ongoing, and is related to patient care.

If it becomes necessary temporarily to reassign an employee to another unit, volunteers will be sought from among the employees being considered for reassignment. When an employee is reassigned, he/she will be given an orientation consistent with the full ranges of activities to be performed, and will be based on existing competencies used in any new employee's orientation. Once orientation is completed and competencies demonstrated, the employee may be reassigned. An employee who has been temporarily reassigned to another unit will not be assigned to be in charge and will be given less complex or difficult patients unless the employee requests patients that are more complex. If an employee is temporarily reassigned, the employee will do so unless:

- a) After discussing the matter with the employee's supervisor, the employee refuses to be reassigned because of an asserted lack of competence to perform the assignment(s); or,
- b) Problem solving efforts under paragraph 18 result in the employee being excused or the employee is otherwise excused by the employee's supervisor.

- 183B. In the event that after discussing the matter with the employee's supervisor, the employee refuses to be reassigned because of alleged lack of competence to perform the assignment(s); and in the event that disciplinary action is contemplated, the provisions of Section D. of Article 45, (Discipline) shall be applicable even though discharge may not be contemplated. In this regard, discipline, if any, pertaining to the professional judgments regarding the employee's competence to perform the assignment(s) will not be imposed prior to the review provided for therein, including a joint meeting with the Association and the employee.

SECTION D. GENERAL CONDITIONS

184. During periods of low census, employees may, with employer approval, work on projects which include, but are not limited to: education, quality initiatives, and policy revisions. Any such projects performed pursuant to this paragraph will be part of the nurse's annual performance goals or related to the UBC or Clinical Nurse Director's identified projects, and will contain specific deliverables. Availability of non-productive paid time for work on projects under this paragraphs may be subject to limitations, as determined by the employer.
- 184A. When an employee volunteers or is assigned, there will always be an assigned resource person who is a Registered Nurse.

- 184B. Once an employee is reassigned, he/she will not be recalled to their home unit for the remainder of that eight (8) or twelve (12) hour shift, unless mutually agreed by the employee and the supervisor or designate of the home and receiving units.
- 184C. When seeking volunteers or assigning employees to float when there are no volunteers, occurrences of reassignment will be equitable among employees on a unit who have been adequately oriented and have met the requirement outlined above.
- 184D. A home unit will not reassign an employee to another unit and simultaneously utilize temporary or Per Diem employees, other floats, or overtime/above appointment hours to cover the same time period.
- 184E. In the event the Employer believes it is necessary to permanently transfer employees due to variable activity, the Employer will meet with the Association to jointly determine if a bonus will be offered to employees who voluntarily choose to transfer. In cases where there is a need to permanently transfer employees due to variable activity, the Employer will select the most senior applicant who volunteers from each identified unit and who possesses the required qualification; desired qualifications will not be considered.
- 184F. For the probationary employee who is reassigned, the probationary period may be extended at the discretion of the manager as follows:
- 1) For like areas as defined in Addendum D, the probationary period will be extended from the date of the work assignment, but no less than 45 days or to the end of the original 6-month probationary period, whichever is longer, but not result in a probationary period of less than 6 months in total. The maximum probationary period will be 6 months and 45 days.
 - 2) For unlike areas as defined in Addendum D, the probationary period will be extended from the date of the work assignment, but no less than 45 days or to the end of the original 6-month probationary period, whichever is longer, but not result in a probationary period of less than 6 months in total. Any further extension of probation will be by mutual agreement.

SECTION E. CENTRAL STAFFING RESOURCE (CSR) AND
AMBULATORY CARE NURSING RESOURCE POOL (ACNRP)

185. A Central Staffing Resource and the Ambulatory Care Nursing Resource Pool consisting of temporary and regular employees will be available for anticipated and unanticipated needs utilizing the following principles.⁵⁹

⁵⁹ See Intent Note for Paragraph 185

- 185A. Any regular CSR/ACNRP (including decentralized float) employee will be paid an hourly differential of \$2.50 per hour worked including scheduled PTO, Jury Duty and Bereavement and will not to be calculated with an overtime rate.⁶⁰
- 185B. Temporaries employed in areas, which do not report to nursing, will be included in the CSR/ACNRP. If parties agree this is not feasible, the parties will meet to explore alternative systems for those areas.
- 185C. A core number of Central Resource and ACNRP Float Positions will be maintained based on variable needs. These employees will have completed unit-based competencies for their cluster.⁶¹
- 185D. Employees within the Central Staffing Resource and ACNRP will be expected to accept assignments only in areas to which they have received adequate orientation and for which they are competent to perform. The CSR will maintain a system for initial and ongoing orientation of employees to units on which they may be scheduled to work.
- 185F. CSR and ACNRP temporary and regular employees will indicate their specialty areas and available hours. CSR/ACNRP will coordinate scheduling of these employees.
- 185G. Units may request the use of a specific CSR/ACNRP temporary or regular employee for consistent use in order to cover a specific need (i.e. extended sick time, leave of absence for which a position is being held).
- 185H. Any regular employee that is unit based and wishes additional hours on units other than their own will make themselves known to CSR/ACNRP to be scheduled. Commitment to the increased appointment and hours must be worked and are on-going. Weekend, off-shift, and holiday requirements must be met on the home unit before additional hours in CSR/ACNRP. A reduction in force (“RIF”) status from the home unit eliminates the requirement of granting additional appointment and hours through the CSR and/or ACNRP.
- 185H1. Any regular, benefit eligible part-time employee (20-29.9 hours) who is not qualified for full-time contributions for health-care in Article 39-Benefits and additional hours on their home unit are not available, will be granted those additional hours if they commit to work the additional hours through CSR and/or ACNRP. These hours are for the purpose of achieving the eligible work hours for full-time healthcare contributions (30 or greater hours). Commitment to the increased appointment and hours must be worked and are on-going. Weekend, off-shift, and holiday requirements must be met on the home unit before additional hours in CSR/ACNRP. A RIF status from the home unit eliminates the requirement of granting additional appointment and hours through the CSR and/or ACNRP.

⁶⁰ See MOU 768 – 770

⁶¹ See Intent Note for Paragraph 185C

- 185I. A regular employee who does not have work will have priority for hours over any temporary employee or over any Per Diem employee requesting work above appointment hours on another unit, as long as the regular employee is qualified to do the work.
- 185J. Within 60 days of ratification of this cba (10.10.2018), the Central Staffing Resource/ACNRP will develop a system, reasonably accessible to employees and other users, to identify employees on units with reduced staffing needs and provide a mechanism for voluntary alternative placement of employees to meet unanticipated needs and reduce under appointment situations.
- 1) Units contemplating assigned overtime will contact the Central Staffing Resource/ACNRP for possible voluntary replacement employees.
 - 2) Units contemplating assigned time off will make employees aware of alternative placement opportunities as provided in paragraph 164E.
- 185K. Of employees scheduled through the CSR/ACNRP, regular employees will have scheduling/assignment priority over temporary or Per Diem employees provided that the regular employee has the skill level required for the assignment. An attempt will be made to identify those Ambulatory Care areas where a special skill is required. (It is understood that some CSR/ACNRP float employees will remain available for unanticipated fills).
- 185L. Employees within the Central Staffing Resource/ACNRP will not be expected to accept a charge nurse assignment unless no other options are available or the employee has worked there previously. If an occasion arises that an employee within the Central Staffing Resource/ACNRP is asked to accept a charge nurse assignment, the employee will be provided with the charge nurse guidelines that exist for the unit for which she/he will be in charge and orientation to the charge nurse assignment as provided in paragraph 605B.
- 185M. In the event, that after discussing the matter with the Central Staffing Resource/ACNRP supervisor/manager, the employee refuses the assignment because of an alleged lack of competence to perform the assignment and/or lack of adequate orientation; and in the event that disciplinary action is contemplated, the provisions of Section D. of Article 45 (Discipline) shall be applicable even though discharge may not be contemplated. In this regard, discipline, if any, pertaining to the professional judgments regarding the employee's competence to perform the assignments will not be imposed prior to the review provided for therein.
- 185M1. ACNRP regular employees will have the same holiday workweek obligations as the other staff in their area/cluster.
- 185M2. Post-ratification of this cba (10.10.2018), guidelines for CSR/ACNRP staff to be mandated on or off will be jointly developed.

SECTION F. OTHER: PREDICTABLE SEASON VARIATION

- 185N. On units where there is a predictable seasonal variation in activity the following options may be considered:⁶²
- 1) Offer positions with seasonal specifications matched with appointment fractions.
 - 2) Offer positions for "x" month appointment with salary and benefits distributed evenly over twelve (12) months.
 - 3) Offer positions with a seasonal assignment in two units.⁶³

SECTION G. COVERAGE OPTIONS FOR EXTENDED ABSENCE

- 185P. A part-time employee may volunteer to work a minimum of four (4) hours per week over appointment for a designated period of time to provide coverage for an extended absence related to extended sick time or FMLA. If at the manager's discretion the employee is scheduled and works the additional hours, the following applies:
- 1) An hourly premium of \$8.00 will be paid for the additional over appointment hours worked;
 - 2) The employee will receive additional PTO accrual for the over appointment hours worked; and,
 - 3) The additional hours will not count toward the employee's individual overtime limit, or the unit overtime trigger.
- 185Q. There are no limitations to the use of Central Staffing Resource/ACNRP temporary staff or Per Diem staff related to coverage for an extended absence related to Extended Sick Time or FMLA.

SECTION H: MULTI-UNIT POSITIONS

- 185Q1. In order to respond to variations in workload, it is desirable to create multi-unit positions with Professional Development Framework and Role Specific classifications. Multi-Unit positions may be two (2) or more units. A home unit will be designated for seniority-based decisions. All units will be designated within the job posting. Advanced scheduling will be provided and this position will be implemented so as to avoid overtime and Assigned Time Off.
- 185Q2. It is further agreed that no current employees would be required to take such a position, nor would any current employees be placed in reduction-in-force status to create such positions. It is also agreed that it is not the intention to convert all the positions on the unit to multi-unit positions.

⁶² See Intent Note for Paragraph 185N

⁶³ See Paragraph 438

ARTICLE 20-A
PER DIEM EMPLOYEE

- 185R. The following are in regards for Per Diem employees:
- 1) Per Diem employees may be scheduled or called off from a pre- established schedule, depending on the unit's needs. Per Diem employees will be assigned time off pursuant to Article 15A. Per Diem employees will serve a probationary period that will be 6 months, unless they have served a 6-month probationary period in the bargaining unit prior to becoming Per Diem. The conditions under Paragraph 235 may also apply.
 - 2) A Per Diem employee who does not commit to work within a 90 day period or does not meet unit/area staffing and scheduling guidelines may be terminated at the sole discretion of the University. It is understood that each unit/area will develop within their staffing and scheduling guidelines for the use of Per Diem employees provided those guidelines do not violate the Agreement, including Addendum A.
 - 3) Any Per Diem employee who does not work for a period of 1 year will be terminated.
 - 4) Seniority shall not accrue while on Per Diem status.
 - 5) Upon return to regular employment without a break in service from the Per Diem classification, previously accrued seniority and benefit accruals as a regularly scheduled nurse shall be reinstated as described in Paragraphs 202, 203, and 203B for wage and benefit eligibility purposes as described in Paragraphs 209, 210, 212, 213 and 215. If there is a break in service (University employment) at any time, the employee is then subject to Article 22: Reinstatement, Credit For Prior Service and Bridging Eligible Service and all it provisions.
 - a) For the purpose of transfers, Per Diem employees will have access to regular employment over applicants from outside of the Hospital. Per Diems who transfer into a Regular Status position may receive credit for 50% of the time worked as Per Diem as bargaining unit seniority for the purposes of selection consideration in conjunction with Paragraph 282.d.
 - b) For the duration of the of the time an employee is on a Per Diem status, the service will not be credited as accrual towards meeting the eligibility to retire with medical, prescription drug, dental and life insurance benefits.
 - c) Eligible service accrued prior to the time an employee is on a Per Diem status will be added to an eligible service period that accrues following a return from a Per Diem status position provided that the Per Diem employee returns to a position eligible for retirement with medical, prescription drug, dental, with life insurance benefits.
 - 6) A regular RN employee who retires from the University and wishes to transition to per diem status upon retirement will be immediately classified as Per Diem and will not be require to fulfill four hundred (400) hours in a calendar year as a Unit-Based temporary employee as long as there is no break in service (excluding a weekend that immediately follows the date of retirement). Employees who retire and transition to Per Diem status

- will be subject to all pre-employment processes in effect at the time of ratification of this agreement (10.10.2018). If additional pre-employment processes are added, an Article 48: Conference will be convened to discuss and determine applications of the additional pre-employment processes.
- 7) Unit-based temporary employees who work four hundred (400) hours in a calendar year will be classified as Per Diem employees. Article 7 (Association Dues and Representation—Service Fees) and Article 8 (Check Off of Association Dues) shall apply to the classification of Per Diem as described in Article 7 and Article 8.⁶⁴ Once the unit-based temporary employee meets the four hundred (400) hour threshold, they are a bargaining unit member for the duration of employment as Per Diem. The following Temporary employees are not eligible for Per Diem status regardless of worked hours in a calendar year:
 - a) APRN's, MVC, CSR, University Health Services (UHS) and LS&A Biological Station employees are not eligible for Per Diem status.
 - b) A Per Diem employee who terminates employment and is subsequently rehired to a Unit-Based temporary position shall be reclassified as a Per Diem employee after re-employment unless a January 1st to December 31st period of non-work time has occurred.
 - 8) Per Diem employees shall be considered as non-exempt employees and will be paid according to FLSA rules. Overtime for time worked over 40 hours in a week (Article 15: Overtime; Para 148-1)
 - 9) Shift differential (Article 16: Shift Premium; Para 165 and 167)
 - 10) Premium pay for a holiday (Article 32: Holidays, Para 354A-1)
 - 11) Per Diem employees are to be scheduled after all regular employees are schedule per the applicable contract language.
 - 12) Per Diem employees will be compensated on a tiered model, based on the hours committed to work by the Per Diem employee. The initial rate for a Per Diem is set at the lowest rate or as established in the previous quarter of University employment (if any) based on the average hours worked. The rate is accordingly adjusted quarterly based on the average hours worked in the previous quarter. Quarters are established as January – March, April – June, July – September, October – December. Per Diem pay rates will be based on Framework Level C (Step 1; Steps 10-11-12) and the Per Diem – RSAM will be based on N3 (RSAM) Competent (Step 12). Pay rates will be according to Appendix A-2.

A Per Diem employee at the time of ratification of this agreement (10.10.2018) will suffer no decrease in their pay rate based on the average hours worked in a quarter based on pay rates in Appendix A-2.
 - 13) For the purpose of establishing a salary, hours worked as a Per Diem RN will be credited toward step placement in the same manner and extent as all other external RN applicants.
 - 14) A Per Diem employee who volunteers and floats to more than one (1) unit will be paid at the next higher Per Diem rate of pay, if applicable, for the time worked in the float assignment.

⁶⁴ MNA will administer the membership dues collection and check-off of Association Dues or Representation – Service Fees

185S. Articles 45, 46, and 47 apply to Per Diem employees. Per Diem employees may use the dispute and arbitration procedures of this agreement only with respect to alleged violations of those paragraphs specifically applying to Per Diem employees. Issues eligible for the dispute and arbitration process include staffing and scheduling, discipline without just cause, pay issues and discharge without just cause except for those discharges that occurred related to the language in Paragraph 185R-2 and 3. In addition, the Association and the University may mutually agree to meet in conference to resolve issues not subject to the dispute and arbitration procedures of this agreement.

185T. It is understood that if state or federal health care reform provisions require the University to provide benefits to Per Diem employees, the Association and University will meet to negotiate new wages rates, taking into consideration the University's cost of providing benefits.

ARTICLE 21
SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

186. For the purpose of this Agreement, the following definition shall apply:

187. "Seniority" means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, layoffs and other periods of absence authorized by and consistent with this Agreement. "Seniority" does not include temporary employment.

187A. Anniversary date means the most recent date of entry into the MNA bargaining unit. For employees transferring into the bargaining unit after January 14, 1992, the anniversary date means the most recent date of hire as a regular employee with the University. Employees who are reinstated following the execution of this Agreement shall retain their University date of hire as their anniversary date when they are reinstated.

SECTION B. LOSS OF SENIORITY

188. An employee shall lose seniority and no longer be an employee if:

189. The employee resigns or quits;

190. The employee is discharged or terminated;

191. The employee loses, or otherwise does not maintain a State of Michigan Nursing license;

192. The employee retires;

193. The employee does not return to work from layoff at the scheduled return time, provided the employee is given not less than seven (7) calendar days notice to return by certified or registered mail or by telegram addressed to the employee at the employee's last address filed with the Michigan Medicine's Human Resources Department, except when the failure to return to work as scheduled is due to circumstances beyond the control of the employee, the University has been so notified, and an acceptable alternate return date is agreed to by the University;
194. The employee has been on layoff for a period of time equal to the employee's seniority at the time of the employee's layoff or eighteen (18) months, whichever is less;
195. The employee does not return to work at the expiration of a leave of absence, unless circumstances beyond the control of the employee prevented the return, except that continuation of the reasons for which the leave was granted shall not be such a circumstance. If the employee was able to: (1) seek a leave extension, if available, prior to the leave expiration; or, (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply; or
196. The employee is absent from work for three (3) consecutive work days or work shifts without notifying the University, except when the failure to notify and work is due to circumstances beyond control of the employee. After such absence, the University shall send written notification to the employee at the employee's last known address that the employee has lost seniority and the employee's employment has been terminated.
197. In the event that employee loses seniority as a result of paragraphs 193, 194, 195, or 196 above, the Chair of the Association shall receive written notification from the University.
198. A dispute involving compliance with this Section shall begin at Step Two of the dispute resolution procedure, and may be processed through the Dispute Resolution and Arbitration Procedures by the Association only for an employee who has lost seniority and is no longer an employee under the provisions of paragraphs 189, 190 and 191 above, provided it is submitted in writing at Step Two of the dispute resolution procedure within one hundred sixty-eight (168) hours after facts have occurred giving rise to the employee's dispute. In the event that an employee has lost seniority and is no longer an employee under the provisions of paragraphs 193, 194, 195 and 196 above, a dispute may be submitted in writing by the Association at Step Two no later than seventy-two (72) hours following receipt of the written notification by the Association Chair or designate.

ARTICLE 22
REINSTATEMENT, CREDIT FOR PRIOR SERVICE AND
BRIDGING ELIGIBLE SERVICE PERIODS

SECTION A. GENERAL REINSTATEMENT

199. An employee with two (2) or more years of continuous service, who terminates his/her employment with the University, will be reinstated if:
200. The person is re-employed on or after September 17, 1984;
201. The person is re-employed within one (1) year of the date he/she terminated;
202. The employee remains re-employed for two (2) years; and
203. The employee applied for reinstatement subsequent to two (2) years of re-employment but not more than thirty (30) months after re-employment.
- 203A. Where a non-bargaining unit employee leaves the University under other reinstatement guidelines and returns to the bargaining unit, the guidelines under which the employee left will apply.
- 203B. Employees who are reinstated shall retain their University date of hire as their anniversary date upon reinstatement.

SECTION B. EDUCATIONAL REINSTATEMENT

204. An employee who is terminating to pursue a full-time formal educational program or to fulfill a requirement for completion of an educational program, which is related, to the current position or to positions within the University to which the employee may reasonably aspire will be automatically reinstated if:
205. Prior to termination, the employee notified the Health System Human Resources department by completing a form regarding termination for educational pursuits provided by the employee's immediate supervisor or Associate Chief Nursing Officer;
206. The person is re-employed within the six (6) month period following completion of the educational program; and
207. The employee remains re-employed for nine (9) months.

SECTION C. CONDITIONS FOR REINSTATEMENT

208. An employee will only be reinstated or receive credit for prior service one time.
209. The reinstated employee shall have his/her previous date of hire re-established for the following purposes:

- 210. Seniority;
- 211. To restore sick time that had accrued at the time of termination; and
- 212. To establish eligibility for Paid Time Off under Article 29, Extended Sick Time Income under Article 30, Long Term Disability under Article 39, Retirement under Article 39, prospectively, consistent with the employee's years of service. Time worked in the Per Diem status, even upon reinstatement, will not count toward credit for eligibility for retirement.
- 213. Paid Time Off does not accrue during the period of absence.
- 214. The period of absence need not be considered time worked for the purpose of establishing salary.
- 215. A reinstated employee shall be subject to the same enrollment standards in insured benefit plans as a new hire.

SECTION D. CREDIT FOR PRIOR SERVICE

- 215A. In addition to the reinstatement language in this Article, an employee who has a break in service of more than one (1) year may request prior service credit for previous employment with the University, provided that:
 - a) The employee had a minimum of one (1) year of continuous prior service as a regular employee;
 - b) The break in service is greater than one (1) year;
 - c) The length of the break in service was less than the length of service prior to termination; and,
 - d) The employee has completed ten (10) years of current, continuous University service.
- 215B. Credit for prior service will be used in determining eligibility for retirement and service awards only.
- 215C. To retire with benefits requires a benefit eligible appointment, which is a regular appointment of fifty percent (50%) or greater, lasting four (4) continuous months or longer.
- 215D. An employee may be reinstated or receive credit for prior service only one time.

SECTION E. BRIDGING ELIGIBLE SERVICE PERIODS

- 215E. A reduction in an appointment effort below fifty percent (50%) will be counted as eligible service to retire with medical, prescription drug and life insurance benefits and maintain continuity of service accrual provided that:
 - a) The employee had an appointment eligible for service accrual to retire with

medical, prescription drug, dental, and life insurance benefits prior to the reduction in effort;

- b) The reduced appointment is less than fifty percent (50%) but greater than zero percent (0%);
- c) The duration of the reduction in appointment is less than one year;
- d) The employee returns to an appointment eligible for retirement with medical, prescription drug, dental, and life insurance benefits service accrual following the reduction.

215F. If the duration of the reduction in appointment is one year or greater, the service during the reduction below fifty percent (50%) will not be credited as accrual toward meeting the eligibility to retire with medical, prescription drug, dental, and life insurance benefits. Eligible service accrued prior to the reduction will be added to an eligible service period that follows the reduction period provided that:

- a) The employee had an appointment eligible for retirement with medical, prescription drug, dental, and life insurance benefits service accrual prior to the reduction in effort;
- b) The reduced appointment is less than fifty percent (50%) but greater than zero percent (0%);
- c) The duration of the reduction in appointment is less than five years;
- d) The employee returns to an appointment eligible for retirement with medical, prescription drug, dental, and life insurance benefits service accrual following the reduction.

215G. An employee is permitted to bridge service in addition to, and in conjunction with, Prior Service Credit and Reinstatement. There is no limit to the number of times an individual may elect to bridge eligible service periods. Since the service date is not changed, bridging service will have no effect on any other University benefit.

ARTICLE 23 INFORMATION LISTS AND REQUESTS

216. The University shall furnish the Association with the following informational lists:

217. Two (2) copies of monthly lists as follows:

- a) Alphabetical by name, identification number, classification title, pay grade, rate of pay, username-University e-mail address, and date of hire of all employees in the bargained unit.
- b) Employees together with their most current addresses as they appear on the records of the University.
- c) Employees hired during the previous calendar month.
- d) Employees promoted during the previous calendar month.
- e) Employees terminated during the previous calendar month.
- f) Employees on leave of absence, including identification number.
- g) Employees transferred into the bargaining unit during the previous calendar month.

- h) Employees transferred out of the bargaining unit during the previous calendar month.
 - i) Employees who, together with the department are classified as temporary or Per Diem staff nurse number and hourly rate of pay.
- 217A. The University will provide the name, telephone number, uniuqename – University email address, of new hires into the bargaining unit on the first (1st) and fifteenth (15th) day of the month.
- 217B. The University will provide the name, employee identification number, unit(s)/department(s) and hours worked in a reporting period and the cumulative hours in the calendar year of Unit Based Temps (Staff Nurse Temps) eligible to become Per Diem in the month following the reporting period based on the following schedule: January – March; April – June; July – August; September – October; November – December.
218. A list of areas where positions within the bargaining unit are open as of Tuesday of each calendar week by classification title.
219. A list of all bargaining unit employees according to Salaries by Position Title Code on a quarterly basis.
221. The Association shall retain the information in above in confidence and disclose it only to those officials of the Association whose Association duties require them to have such information.

Information Requests

222. In the event the University receives a FOIA request for names and personal information of twenty-five percent (25%) or more of the bargaining unit, the University will provide UMPNC notification as soon as practicable.

**ARTICLE 24
PERSONNEL FILES**

230. An employee shall be entitled to review the contents of his/her Michigan Medicine’s Human Resources Department personnel file. At the request of the employee, a representative of the Association may be present. At the request of the employee, copies of any item(s) contained in the Michigan Medicine’s Human Resources Department personnel file shall be provided to the employee. One copy of any item(s) the employee has not otherwise received shall be provided at no cost to the employee. Additional copies or copies of any item(s) the employee has otherwise received shall be provided at the prevailing cost of duplication at the time the request is submitted or ten (10) cents per copy, whichever is less.
231. With the written consent of the employee, the Association Representative may read the contents of the employee's personnel file and obtain a copy of any

notice of reprimand or discipline that has not already been provided to the Association.

ARTICLE 25 PROBATIONARY EMPLOYEES

232. An employee is a "probationary employee" for the employee's first six (6) calendar months of employment at the University and/ or for the first six (6) calendar months following transfer into the bargaining unit. The employee will receive a written evaluation on or before the day the employee completes four (4) calendar months of employment. In the event that the employee does not receive such a written evaluation, the employee will no longer be a probationary employee. In addition, the University may discontinue an employee's probationary period at any time by written notice to the employee.⁶⁵
- 232A. Non-probationary University employees transferring into the bargaining unit will have access, during the bargaining unit probationary period, to personal medical, family medical and childcare leaves as outlined in Article 38. Such transferring employees absent for personal illness or injury will have access to accrued PTO and, upon meeting the two-year service criteria, extended sick time (EST) as described in Article 30. Upon return to work following an absence, the employee will resume the probationary status attained prior to the absence and will be subject to the provisions of this Article.
233. As an alternative to termination, and at the option of the University, an employee may transfer during the probationary period, provided the transfer is arranged through the Michigan Medicine's Human Resources Department. In such an event, and at the option of the new supervisor, the probationary period may start over, and all the provisions of this article will apply. A probationary transfer may be requested by the employee, following discussion with the supervisor, or may be suggested by the supervisor when termination is being contemplated. A probationary employee will be limited to one such transfer.
234. A "probationary employee" may be oriented to the charge nurse assignment under the direct supervision of a Clinical Nursing Director, Nurse Supervisor or their designee who is a qualified non-probationary licensed Registered Nurse who performs the charge nurse role on a regular and recurring basis. A licensed Registered Nurse who is a "probationary employee" may be given a charge nurse assignment at the discretion of the supervisor if she/he has been oriented to the charge nurse assignment but will not be assigned the charge nurse role unless there are no other options available.⁶⁶
235. An employee who had completed a probationary period prior to termination, and who is rehired within one year of the termination date, may be a "probationary employee" for the employee's first three (3) months of employment.

⁶⁵ See Paragraph 710

⁶⁶ See Paragraph 605B

236. No matter concerning the discipline, layoff or termination of a "probationary employee" shall be subject to the Dispute Resolution and Arbitration Procedures. At the request of the Association Chair, the University, through a designated representative, shall discuss the termination or transfer of a probationary employee, provided the request is made within seventy-two (72) hours following the notification to the Association Chair of the termination or transfer.
237. A "probationary employee" shall have no seniority, except as otherwise provided in the Agreement, until the "probationary employee" has completed the probationary period. Upon completion of the probationary period, the employee will acquire seniority from the employee's date of hire.
- 237A. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period as outlined below will acquire seniority from the date the employee began that continuous period of temporary employment or six (6) months prior to the regular date of hire, whichever is later. The request to change the seniority date based upon temporary work must be made within six (6) months of the date of hire in order to be timely. Initially, eligibility for insured and accrued benefits is prospective from the date of the change from temporary employment to regular employment. Thereafter, accrued benefits will be based on the seniority date.
238. An individual's temporary and /or Per Diem employment status will count toward completion of the probationary period if all of the following conditions are met:
- 1) The individual worked an average of not less than twenty (20) hours each week immediately preceding hire as a regular employee;
 - 2) The individual performed the full range of duties of a probationary employee on the unit as assigned;
 - 3) The individual met the work schedule expectations as a probationary employee on the unit as assigned; and
 - 4) The individual worked the entire time in the same position.

ARTICLE 26

REDUCTION OF THE WORKING FORCE & RECALL PROCEDURES

SECTION A. DEFINITIONS

243. Layoff: Not working at the University as an employee in the bargaining unit due to the elimination of an individual's position.

244. Mandatory reduction of hours: Required decrease to eighty percent (80%) or less per week in an employee's appointment hours by the University for at least thirty (30) calendar days.
245. "Unit" means a functional area of patient care or service administered separately (for purposes of, but not limited to, scheduling, educational funds, holidays, paid time off and Reduction-in-Force).⁶⁷
- 245A. The University and the Association agree that University Health Service is a Unit.
- 245B. The University and the Association agree that a Special Conference will be held prior to the layoff of employees in Ambulatory Care, MVN or MVC. The purpose of this Special Conference is to inform the Association of the functional areas of patient care or service ("unit" definition, Article 26, Reduction of the Working Force and Recall Procedures, Section A⁶⁸ in Ambulatory Care.
246. Ability to perform the work: The employee has the skills (including the ability to work with patients, families or significant others, and with professional and supportive personnel who provide patient care), education, training (specialized or otherwise), and knowledge, to perform the full range of duties of the position in question within the usual or ordinary period of time to be or to become acquainted with those aspects of the position that the employee could not or would not otherwise know as distinguished from training or learning the basic or special skills needed for the position.
247. Priority Consideration: The employee having the required qualifications will be considered, including an interview, in seniority order until an employee is placed, at the same time as other employees, but prior to applicants for employment.⁶⁹

SECTION B. PROCEDURE

248. A non-probationary employee and the Association shall be notified of an impending layoff or mandatory reduction in hours as soon as practicable, but no later than thirty (30) calendar days prior to the layoff or mandatory reduction in hours for employees with less than ten (10) years seniority, or ninety (90) calendar days for employees with ten (10) years or more seniority. The Association, within five (5) calendar days following notification, may request a meeting with the University to advise the University of its position and any proposed solutions which it may have in regard to such layoff or mandatory reduction in hours.⁷⁰

⁶⁷ See MOU 768 - 770: Ambulatory Care Nurse Resource Pool

⁶⁸ See: "unit" definition, Article 26, Reduction of the Working Force and Recall Procedures, Section A

⁶⁹ See Intent Note for Paragraph 247

- 248A. A joint team will meet to coordinate the Reduction-in-Force/replacement process once the need is identified. This team should include the Association Chair or designee, CSR manager, a Human Resources representative and the Chief of Nursing or designee.
249. A reduction of the work force shall be by and from each classification within a unit in accordance with the following procedure:
250. Probationary employees in an affected classification within a unit shall be removed from the classification before a non-probationary employee, provided that the employee remaining in the classification have the ability to perform the work, which remains or will remain in the unit.
251. Thereafter, employees in the affected classification within a unit shall be removed from the classification in order of seniority, beginning with the employee with the least seniority, provided that the employees remaining in the classification have the ability to perform the work, which remains or will remain in the unit. Employees on personal leave of absence, excluding medical, FMLA and military, whose positions are being held will be included for reduction-in-force in seniority order with other employees on that unit. Those returning from medical, FMLA and military will begin reduction-in-force process, if applicable, upon return.
252. In the event that a temporary or Per Diem employee is employed in a unit, a non-probationary employee, who is to be removed from any unit, shall have the option of replacing the temporary employee before replacing the Per Diem employee, contingent upon ability to perform the work available. An employee exercising this option does not become a temporary or a Per Diem employee.
253. A removed, or about to be removed, non-probationary employee shall receive priority consideration for positions in their own clinical area, including priority over all other employees. "Priority consideration" means that an employee who has been subject to a reduction-in-force, who has the required qualifications, will be placed even if an external candidate is determined to be more qualified. Priority consideration will apply for a period of two (2) weeks from the date of notification of reduction in force. Thereafter, the employee will have priority consideration as defined in Paragraph 247 (over applicants for employment). Priority consideration for positions will occur in the following order:⁷¹
- 1) Regular job openings in the same classification.
 - 2) Regular job openings in the same pay grade.
 - 3) Regular job openings in each succeeding lower pay grade.
- 253A. An employee with the required qualifications as defined in Article 27 will be placed in a regular job opening, if any, prior to any other applicant for employment. Prior to placing an employee in a lower pay grade, the University will attempt to place the employee in the same pay grade first.

⁷¹ See Paragraph 247

Employees returning from a leave of absence will be placed in reduction-in-force status if there are insufficient open positions and/or no probationary employees. These employees will be placed in seniority order with those employees subject to a reduction-in-force.

When an employee returns from a leave of absence and there are employees who have been subject to a reduction-in-force, the employee will be placed within the contractual seven (7) day time frame before other employees provided there are sufficient available positions for all employees to be placed, and the other employees have a time frame to be placed which is longer than the time frame for the employee returning from a leave of absence.

In the event the employee subject to a reduction-in-force has less than seven (7) calendar days remaining in the notification period, he/she will be placed first.

254. Should a removed or about to be removed employee not be placed in a regular opening as provided in Paragraph 253, the employee will replace a probationary employee in a Professional Development Framework classification within the employee's own clinical area first and thereafter in other clinical areas of the University, provided the employee has at least two (2) years seniority and the ability to perform the work of the probationary employee.
- 254A. In the event an employee is not placed as described in the above paragraph, that employee with two (2) years seniority may replace the least senior employee in the University, provided that the difference in seniority between the two (2) employees is greater than one (1) year and the employee has the ability to perform the work of the employee to be replaced. Employees placed as a result of this process cannot transfer to another position for one year.
255. Should a removed employee not be placed, the employee will be laid off.
256. In no case will the University be required to rearrange work schedules to accommodate employees, provided however, it is understood that the application of this procedure may require work schedule changes, notwithstanding the provisions of Article 13, Staffing and Scheduling.
257. An employee scheduled for a mandatory reduction in hours may elect to be covered by the provisions of 252, 253, 254, 254A and 255 above.
258. Contingent upon available work, an employee who is about to be laid off may be placed by the University in the CSR or ACNRP, as a regular employee at the employee's request. Employees must meet the qualifications and be willing to float to exercise this option. Employees placed in this manner will have recall rights consistent with paragraphs 264 and 264A-E. If there are more employees than can be placed in the CSR or ACNRP in this manner, they shall be placed in seniority order, highest to lowest. In this event, that employee will have priority over any temporary employee or Per Diem employee or over any unit based regular employee requesting work above appointment hours on another unit through CSR/ACNRP for available hours on a unit, which they

are qualified to work. An employee choosing this option will need to do so during their notification period.⁷²

- 258A. Employees electing placement in CSR or ACNRP pursuant to Paragraph 258 may exercise this option for a maximum of ninety (90) days, effective the first day of work in CSR or ACNRP, unless there is joint agreement to extend the placement. In the absence of an extension, the employee may be offered a position for which he/she is qualified. Rejection of such an offer will be considered a voluntary termination.⁷³
259. A process to assist employees who have been subject to a reduction-in-force will be established. This will include Association representation during RIF notification when practicable and a designated Human Resource representative as a resource for the employee. The employee will be provided information on rights and responsibilities under this Agreement, and regarding the application and interview process. The employee will not normally be expected to work the remainder of the shift following notification, and will receive pay for the rest of the shift. Interviews for other job opportunities that are scheduled on work time will be paid, provided prior arrangements for release are made with the manager.
260. An assessment of the employee's qualifications and interests will be made with the employee. The employee will have a choice among available positions for which he/she is qualified, whenever practicable.⁷⁴
- 260A. An employee who has the ability to perform the work and does not accept whatever placement is offered at any time during the thirty (30) day or ninety (90) day notice period, that provides at least eighty percent (80%) of the employee's base rate and eighty percent (80%) of the employee's appointment hours, regardless of work schedule, shall be considered a voluntary quit at the end of the thirty (30) or ninety (90) day notification period, whichever is applicable pursuant to Paragraph 248. If an employee is offered a position outside of the Bargaining Unit or in the CSR/ACNRP and turns the position down, the employee does not become a voluntary quit.
261. If an employee is laid off, additional assistance will be provided in applying for University positions in other classifications outside the bargaining unit. If there are training positions available (internship), employees on notice of lay off or who have been laid off will have priority consideration for those positions. If retraining funds are available, the employee may apply for retraining funds.
262. If an employee accepts a training position, she/he will give a written commitment based upon the length of the training program and will forfeit recall rights.⁷⁵

⁷² See Intent Note for Paragraph 258

⁷³ See Paragraph 260A

⁷⁴ See Intent Note for Paragraph 260

⁷⁵ See Paragraphs 266, 282, 294.d & 652B.4

- 262A. A non-bargained for regular, registered nurse, removed as a consequence of a reduction-in-force, may replace the most recently hired probationary employee in their clinical area, then in other clinical areas if no positions are available.

SECTION C. TEMPORARY LAYOFFS

263. In the event employees with seniority are to be laid off, because of a temporary discontinuance of operations, or any portion thereof, temporary adjustments in the work force can be made without application of the Reduction of the Working Force or Recall Procedures. The Association will be notified of such temporary adjustments. If such adjustments continue for more than seven (7) calendar days, the Association can request the University to apply the Reduction of the Working Force procedure and the University will do so within the following seven (7) calendar days. During a period of temporary adjustment, the provisions of reference Paragraph 331 shall not be applicable.

SECTION D. PROCEDURES FOR RECALL

264. An employee with seniority who is on layoff for less than eighteen (18) months, contingent on ability to perform the work, will be recalled to the same position from which laid off and will be given priority consideration for other regular job openings (1) in the same classification and clinical area from which the employee was laid off (2) in the Professional Development Framework classification in the clinical area from which the employee was laid off and (3) in the Professional Development Framework classification in other clinical areas within the University. However, prior to the application of (2) and (3) the University will place the employee in a regular opening in the employee's same classification and thereafter in other regular openings in other classifications in the same pay grade and then in each next succeeding lower pay grade, provided the employee has the required qualifications as defined in Article 27.⁷⁶
- 264A. Employees who have been subject to a reduction-in-force and placed in another regular position will have the following recall rights:
- 264B. Within eighteen (18) months following removal from a position, an employee with seniority will be recalled to the same position if it becomes available, contingent on ability to perform the work.
- 264C. When implementing the recall procedures outlined in Paragraph 264, 264A and 264B, the following process will be applied to fill available positions:
- 1) An employee with seniority who is on layoff for less than eighteen (18) months, contingent on ability to perform the work., will be recalled to the same position from which laid off.

⁷⁶ See Intent Note for Paragraph 264

2) Then any employee, who has been on the recall list for at least ninety (90) days, if qualified, may be offered an available position, even if the employee has not applied for the position. Failure to accept a position offered that provides at least eighty percent (80%) of the employee's base rate and eighty percent (80%) of the employee's appointment hours, regardless of work schedule, shall be considered a voluntary quit at the end of two (2) calendar weeks following the date of the job offer.

264D. If the initial placement is determined to be unsatisfactory, by mutual agreement of the University, the Association and the employee within six (6) months of placement, the parties will meet to determine an appropriate resolution.

264E. Recall rights cease upon placement in the same position from which removed, or in eighteen (18) months, whichever occurs first.

SECTION D. REDUCTION OF HOURS RESTORATION

265. An employee with seniority whose appointment has been mandatorily reduced as defined in this Article, and chooses to remain in the reduced appointment, shall have some or all of reduced hours restored, contingent on the ability to perform the work, if the hours become available for the position from which the hours were reduced.

SECTION E. PLACEMENT ORIENTATION

266. When placement is made in a regular job opening under the provisions of this Article, a normal orientation, as defined in Section A. of Article 27, Transfers, will be available. When a position held by a probationary employee is involved, the orientation shall not include training or teaching the affected employee the basic or special skills needed for the position. An employee will work no less than thirty-two (32) hours in a week in order to facilitate orientation and/or retraining in a reasonable time frame. When the manager and employee agree to an extended orientation, the employee will agree that recall rights will commence six (6) months following completion of the orientation plus one additional month for each extended week of orientation (beyond the average for that unit). This is not intended to extend the recall rights past 18 months from Reduction-in-Force notification.

SECTION F. LIABILITY

268. A dispute involving compliance with this Article shall begin at Step Two of the Dispute Resolution Procedure, provided it is submitted in writing at Step Two within the fifteen (15) calendar day period after the Association or the employee has the knowledge, or should have had knowledge, of the facts giving rise to the dispute. No dispute concerning "ability to do the work" or "equivalent or required qualifications" shall be subject to arbitration.

ARTICLE 27

TRANSFERS: PROMOTIONS, DEMOTIONS AND LATERALS

SECTION A. DEFINITIONS

269. Transfer: - A "transfer" is the explicit movement of an employee to a regular job opening during which time the employee performs or is expected to perform the full range of duties of that position.
270. Regular Job Opening: - A "regular job opening" is a vacant position, which is expected to continue for more than six (6) consecutive months. A position is not vacant when the employee in the position, following a review of the employee's duties and responsibilities, is reclassified.
271. Promotion: - A "promotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.
272. Lateral: - A "lateral" is defined as the transfer of an employee to a regular job opening in a classification assigned to the same pay grade.
273. Demotion: - A "demotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a lower pay grade.
274. Required Qualifications: "Required Qualifications" means that the records of the University, or other knowledge made known to the University, establish that the employee has the education, training, and experience as posted, and indicates with reasonable certainty that the employee will be able to perform competently the full range of duties of the regular opening within a reasonable period of time. The postings will clearly state that the required qualifications must be met by the candidate in order to be interviewed and considered for the position.
- 274A. Competent performance: "Competent performance is the ability to work effectively with patients, families or significant others, and with professional and supportive personnel who provide patient care. The employee shall have demonstrated ability to provide effective nursing care to patients; i.e. assesses, plans, implements, documents, evaluates nursing care; initiates effective actions in emergencies; guides performance of others who provide nursing care.
- 274B. Desired Qualifications - "Desired qualifications" are additional skills, experience and credentials that are valuable to the position and which will enhance the ability to do the work.
275. Normal Orientation - "Normal orientation" means the usual or ordinary period of time to be, or to become, acquainted with those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position, except where the training or learning of the basic or special skills is required for all

employees when first assigned to a particular position.

- 275A. Provisional Selection: status that may be granted to a senior employee by a hiring manager when there are reservations about the employee's ability to perform the duties of a posted position. Provisional selection status is intended to provide an opportunity for the employee and the manager to explore the "fit" of the new position.

SECTION B. POSTING AND BIDDING PROCEDURE

276. The following procedure is intended to provide employees the opportunity to apply for and receive consideration for a regular job opening at the same time other candidates are being considered
277. Open regular positions will be posted for five (5) calendar days unless the opening is filled pursuant to other provisions contained within the Agreement, including but not limited to: return from a leave of absence, application of Art. 26 (RIF and Recall) or if the position is filled from within the unit. Under this section, an Ambulatory Care clinic will be considered a unit.⁷⁷
278. The posting will note the classification, the pay grade, the unit, the appointment hours, the shift(s), and whether it is a reposting of a position. When possible, if the Employer determines straight shift positions meet the needs of the unit, the Employer will post positions as straight shift positions. When there is a desire for 8-hour shifts and the Employer determines 8-hour shifts meet the needs of the unit, the Employer will post 8-hour shift positions. In addition, the posting will indicate if the position includes assignment to every weekend and, if applicable, geographic locations. As determined by management and when consistent with the needs of the unit, the Employer will post positions at full-time benefit eligible appointment fractions. In addition, the posting will include a list of all required qualifications essential for consideration for that position, as well as a list of desired qualifications in priority order.
- 278A. Selection criteria will be developed by the hiring supervisor for each position that is posted and will be made available to candidates upon request, along with any other information about that position including a specific job description, if available. Selection criteria are a set of standards used to evaluate and compare candidates for a position. Selection criteria recognize the quality and amount of education, experience, knowledge and skills as indicated by the required and desired qualifications of the posted position. They must be job-related, measurable and/or demonstrable, and related to the ability to perform the work successfully, and are applied to all candidates consistently.
- 278B. General information about the internal application and interview process, bargaining unit classification descriptions, and unit profiles will be made available to the Human Resources Department upon request. Unit profiles will

⁷⁷ See Paragraph 343D

include the usual qualifications for positions on that unit. There will be collaboration between the Association and the University when the required qualifications differ from the prior posted required qualifications.

279. Employees will continue to have access to job posting information equivalent to the systems at time of ratification (10.10.2018).
280. An employee who wishes to be assured of consideration for a transfer to a regular job opening must submit a resume to Human Resources via the University's application system.
281. An employee who does not provide all requested information or who has not properly completed the on-line application process prior to five (5) p.m. on the closing date, need not be considered.
282. a) An employee need not be considered for transfer under this Section during the one (1)-year period following the employee's promotion, transfer. Any new hire with less than six months RN experience need not be considered for transfer under this section during the one-year period following the employee's completion of probation. In this connection, it is understood that it may be advantageous for an employee to transfer before the end of the one (1) year period. The one (1) year period does not apply to employees who have been placed in a position following a reduction-in-force. During the one-year period following a transfer, promotion or hire, the current manager will determine whether an employee may be considered for transfer. If a transfer is permitted, the usual transfer language applies.
- b) Employees who accept a position in an internship or retraining program will make a commitment in writing before the transfer takes place. No commitment will be less than one (1) year or longer than two (2) years. The commitment period will begin at the time of transfer and will exclude periods covered by extended sick time or leave of absence.⁷⁸ The employee may be returned to his or her former unit regardless of whether an open position exists if the employee requests or the manager determines the employee is unsuccessful during the six months following the start of the internship.
- Employees who participate in a formal internship or retraining program will be evaluated at specific intervals and will be encouraged to identify any concerns within three weeks of the date of transfer so that a return to the prior unit may be facilitated as necessary. Responses to concerns raised later in the program will be discussed and decisions made based upon mutual agreement. Employees will be advised in advance of the required commitment and the circumstances under which they may withdraw from the program and return to the former unit or to another open position.

⁷⁸ See Paragraphs 262, 295g

- c) Registered Nurses who have left the bargaining unit for less than one (1) year and who have remained in a regular University position(s), will be considered for posted positions as an internal candidate and the University date of hire will apply for the purposes of selection consideration.
- d) Registered Nurses who have left the bargaining unit for longer than one (1) year, but who have remained in a regular University position(s) will be considered for posted positions as an internal candidate and the prior bargaining unit years will apply as seniority for the purposes of selection consideration.
- e) Human Resources will not discuss discipline older than two (2) years with the hiring manager. If an employee is denied transfer/promotion due to the manager's reliance on discipline older than two (2) years, the request for transfer/promotion will be reevaluated without consideration given to the discipline.
- f) As a condition of any job movement, including but not limited to transfer, promotion, or transfer due to RIF, from campus positions to UMHS positions that will require handling of controlled substances, bargaining unit members will be subject to the same drug test that is a pre-employment condition for all MM employees as set forth in UMHS policy 04-06-039 (entitled Background Checks.)

- 283.
- a) Employees who are to be interviewed for a position will be informed about the interview process, including the name and title of the interviewer(s) and the projected time frame prior to the interview.
 - b) Employees who apply for a position will be notified of candidacy status no later than fourteen (14) calendar days following the interview or when the hiring decision occurs, whichever is first. If an employee is not to be interviewed, that employee will be notified as soon as the decision is made.

283A. An employee who is considered for a regular job opening, under the provision set forth above and is not placed in the regular job opening will be so notified in writing as to the reasons for not being placed, including the specific nature of the substantial differences in desired qualifications related to the selected candidate⁷⁹, as soon as practicable, but in no event later than fourteen (14) calendar days after the decision. Employees who desire additional information about the position or their candidacy may contact the Human Resources Office or their supervisor if the opening was within the employee's unit. Unit employees who are involved in interviewing candidates for posted positions will be educated about the interview process including the philosophy and principles of the applicable language of this Agreement concerning Transfer and Promotion, required and desired qualifications and substantial differences.

283B. Within one week following notification that the employee was not selected, and at their request, a meeting with the hiring supervisor will occur. The discussion

⁷⁹ See Paragraph 293A

will include a review of qualifications; reasons not selected, and provide suggestions for development to qualify for future positions.

- 283C. At the employee's request, the Association will receive the following information related to the interview: the employee's candidacy status, reasons not selected, and the resume and qualifications of the selected candidate.

SECTION C. SELECTION CONSIDERATION

284. Transfers will be made on the basis of qualifications and seniority in the following manner:⁸⁰
- 1) Employees and applicants must possess all required qualifications in order to be considered;⁸¹
 - 2) Among employees possessing the required qualifications, the most senior will be selected unless there is a substantial difference among the desired qualifications.⁸²
 - 3) Among employees and applicants possessing the required qualifications, the employee will be selected unless there is a substantial difference among the desired qualifications.⁸³
 - 4) Opportunities to allow employees to transfer to desirable areas with a split appointment will be supported whenever possible.
285. In cases when a manager has reservations about a senior employee's ability to perform the duties of a position, the selection may be made on a provisional basis per Paragraph 275A. Provisional status will be conferred for a period of six (6) months. The candidate and the Association will be provided with the performance criteria and the rationale supporting the requirements at the time of the transfer. At the end of the six (6) month period, the employee will be provided with a written evaluation. If the transfer proves to be unsuccessful, placement in a different position will be facilitated.

SECTION D. REVIEW PROCEDURE

286. In the event that an employee, except those excluded under paragraph 282 (a and b), with a timely application on file is not selected for that regular job opening, the question of whether that employee had the required qualifications or substantially better desired qualifications than the person selected may proceed directly to Step Two of the Dispute Resolution Procedure if the involved employee has more seniority than the person selected.
- 286A. For purposes of this article, the Step Two dispute must be filed within ten (10) calendar days of notification of the decision not to hire. The Step Two dispute will be resolved within thirty (30) calendar days of the selection decision unless there is mutual agreement otherwise. If the time frames for a dispute are not

⁸⁰ See Intent Notes for Paragraph 284; see Paragraph 282. c & d

⁸¹ See Paragraph 293

⁸² See Paragraphs 285 and 293A

⁸³ See Paragraphs 293 and Intent Notes for Paragraph 284

met, the dispute may be moved to the next step, including mediation where appropriate.

- 286B. In the event consensus and/or a satisfactory answer is not reached an appeal to the Associate Director/Executive Director of the hiring area and the Director of Labor Relations in the Health System Human Resources department may be made by any of the involved parties. A meeting will be held within fourteen (14) calendar days of the appeal. A written decision will be issued within fourteen (14) calendar days of the hearing.
- 286C. Within ten (10) calendar days following receipt of the decision of the appeal panel, and at the request of the Association, the University will submit the issue through the mediation process outlined in Article 46. Except for employees with more than seven (7) years seniority in the bargaining unit, appeal to the arbitration procedure is not available. For employees with more than seven (7) years seniority in the bargaining unit may arbitrate disputes over transfers/promotions where less senior people are awarded the position if there is a dispute over substantial differences in qualifications. Mediation will be a prerequisite for arbitration of any such case.

SECTION E. GENERAL PROVISIONS

287. An employee who is selected for transfer will be transferred not later than thirty (30) calendar days after notification to the employer of the selection, unless a longer period of time is mutually agreed upon in writing between the employee and the involved supervisors.
288. A transferred employee will receive a normal orientation as defined in Section A of this Article and be given a reasonable period to demonstrate competent performance. If the employee fails to demonstrate competent performance the manager(s), employee and the Association Chair or designee will meet to identify a plan to promote success. If the plan is not successful, the University will place the employee in a vacancy, if any, where the employee has previously demonstrated competent performance prior to any other employee or applicant. If there are no vacancies, the Association, the University and the affected employee will meet to determine the next steps.⁸⁴
289. Following promotion, an employee who is placed in a vacancy through the process described in Paragraph 288, will be paid at the same pay rate the employee received prior to the promotion, or at a higher pay rate if the employee would have received an increase in pay pursuant to the terms of this Agreement if the employee had not been promoted.
290. During any period in which employees are being considered for transfer, the regular job opening may be filled by other than the provisions of this Article until the selection process is completed and placement is made. In this regard,

⁸⁴ See Paragraph 285 and 282.b

an employee, who is specifically told in advance that the employee is temporarily assigned to fill a regular job opening prior to the final selection and placement and the position is in a classification assigned to a higher pay grade, will be compensated at the rate of five percent (5%) of their regular wage in addition to their regular wage for hours worked in that classification.

291. No employee will be required to perform the job duties of a higher classification as a prerequisite to promotion.
292. No employee will be involuntarily demoted without prior written notification of performance deficiencies. Prior to or at the time demotion is first contemplated, the supervisor will initiate a meeting with the employee to discuss the performance deficiencies and develop a plan for correction with appropriate time frames. If an employee is involuntarily demoted, the employee and the Association will receive a written explanation for the demotion.
293. The Association and University will have an agreed upon process to review posted required qualifications prior to a job offer when the qualifications are disputed.
- 293A. If a higher seniority candidate is not selected, these steps shall be followed prior to a job offer being made:
- 1) The hiring manager will notify the Association if a higher seniority candidate is not selected, prior to a job offer being made;
 - 2) At the request of the Association, a meeting with the Association leadership, area representative, ACNO, Clinical Nursing Director and Human Resource representative will be convened within five (5) business days unless mutually agreed otherwise;
 - 3) If there is a lack of consensus and the job offer continues to be held pending review or dispute resolution, all candidates awaiting a decision will be informed. Any candidate may withdraw their interest in a position during the review or dispute process.
- 293B. If a higher seniority candidate is not selected after the process in Paragraph 293A has been completed, the hiring manager will provide simultaneous notice to the candidate and to the Association about the decision.

SECTION F. RATES OF PAY ON TRANSFER

294. When an employee moves to a classification in a different pay grade, the employee's wage within the new range will be at the same step in the Wage Schedule as the step the employee was on in the prior classification except as provided below:
- Nurse Practitioner
295. Employees transferring into the Nurse Practitioner role will be placed per the salary model outlined in the Nurse Practitioner Memorandum of Understanding.

Advanced Practice Nurses

295A. The University will place Advanced Practice Nurses transferring into the Professional Development (PDF) or Role Specific Advancement Model (RSAM) in a like area of current or past practice as follows:

- a) Advanced Practice to PDF level E
- b) Advanced Practice to RSAM level Expert

Advanced Practice to an unlike area of current or past practice:

- c) Advanced Practice to PDF level D
- d) Advanced Practice to RSAM level Competent

Certified Nurse Midwife

- e) Employees who transfer into the classification of Certified Nurse Midwife will be placed on the step in the appropriate pay grade that provides at least a five percent (5%) base wage increase plus one additional step on the N-5 wage schedule for each 12 months of applicable Nurse Midwife experience.

Certified Registered Nurse Anesthetist

- f) Employees who transfer into the classification of Certified Registered Nurse Anesthetist will be placed on the appropriate step as outlined in Paragraph 625A.

Other

- g) Employees who transfer into a position that is part of a formal internship or retraining program prior to July 1, 2006 will be paid at a rate that is five per cent (5%) lower than their current step for the duration of the internship or retraining program. See Addendum D, Professional Development Framework for compensation related to internship programs as of July 1, 2006

Split Appointments: RSAM and Framework

- h) Split appointments will be paid at the rates associated with each level for each unit

ARTICLE 28 WORK REDESIGN

296. The University and the Association agree that it is appropriate to evaluate the work processes of registered nurses and to design the work in a manner that is both efficient and provides quality care and a safe work environment. We acknowledge the importance of such an evaluation, including discussion among colleagues. We further acknowledge that work processes or design could impact quality of care, employee satisfaction or the long-term viability of the unit. Therefore, concerns regarding such design require timely and appropriate resolution.

297. To this end, the University and the Association agree that it is appropriate to conduct work redesign across in and outpatient areas in the context of how it affects patient care. Joint redesign efforts will be coordinated at the departmental and central administration level with the Association leadership. An agreed upon process will be used for work redesign. Communication of

work redesign proposal decisions to others affected, through appropriate means, will be an included component of the process. Current work redesign initiatives will be reviewed for mutual endorsement and/or modification. Money designated for training required for work redesign will be a part of work redesign plans.

298. The parties agree to establish a process for collaborative discussions and planning regarding changes in the Registered Nurse role expectations whenever work redesign is undertaken, or at the request of either party. We agree to utilize the principles of interest-based problem solving, and only if consensus is not achieved will the University make a data based decision.
299. All levels of Registered Nurses may participate in the redesign process and periodic feedback from patients and families will be included as a component of the work redesign efforts. Consistent baseline assistive personnel expectations will be identified and implemented across units. Training to meet job expectations and ongoing performance requirements will be developed for assistive personnel.
300. Future unit mergers will be taken as an opportunity for work redesign and implemented in a mutual and collaborative way. Collaboration with other departments to identify clinical activities that are being done by others that can be done by nurses more efficiently and effectively will be undertaken.
301. To the extent that institutional work redesign occurs, which involves services, which are supportive to nursing; there will be collaboration between nursing and the affected departments in the design, implementation and evaluation of support service changes. The employees participating in this process will include those affected by any changes.
- 301A. When an Ambulatory Care and Home Care Services program expands to an additional location the parties will meet in special conference. The purpose will be to determine if the program expansion creates one unit in each location or separate units. The criteria for such determination include same patient population, same nursing qualifications required, similar nursing duties and responsibilities.
302. Approximately every six to twelve (6-12) months and ongoing, following work redesign, mutually agreed upon quality assessment evaluations will be implemented.
303. If an employee's position is eliminated due to work redesign, he/she will be placed in a position covered by this Agreement first, if available. If no available positions then he/she may be offered a position outside the bargaining unit. If a non-bargained for position is declined, or if no positions are available, the employee will be placed in reduction-in-force status. This employee will retain recall rights if placed in a non-bargained for position.

ARTICLE 29 PAID TIME OFF

SECTION A1. PRINCIPLES

324. The Paid Time Off (PTO) system is managed based upon principles and guidelines jointly developed by the Association and the University. The guidelines are included as Addendum B to this Agreement. Any changes to the guidelines during the term of this Agreement will be mutually agreeable and based upon the following principles:
- 1) As professionals, nurses will demonstrate accountability for patient care and respect for colleagues in the responsible utilization of Paid Time Off.
 - 2) Adequate access to prescheduled time off provides flexibility in planning and will result in only the exceptional unanticipated request after the schedule is posted.
 - 3) The privacy of professional nurses will be respected and disclosure of the reason for paid time off will not generally be required.⁸⁵
 - 4) The continuous use of unscheduled or unanticipated time off can be construed as a failure of the system and as behavior that may require intervention.

SECTION A2. ELIGIBILITY

325. An employee shall be eligible to receive Paid Time Off (PTO) income in accordance with the provisions of this Article.⁸⁶
326. No employee shall be eligible for Paid Time Off (PTO), or receive pay in lieu of Paid Time Off, before it accrues. Probationary employees are not eligible for scheduled time off except at the discretion of their supervisor.⁸⁷

SECTION B. ACCRUAL

327. Upon completion of the employee's first regularly scheduled workday, employees will begin to accrue PTO and continue to accrue monthly. Those normally scheduled to work less than eight (8) hours per week shall not be credited with PTO nor shall PTO accrue.
328. Except as provided in Paragraph 330 of this Article:
- 1) Full-time non-exempt employees (Professional Development Framework Level A-F and new RSAM (N3) post-ratification 10/10/2018) will accrue PTO time as follows:

⁸⁵ See Addendum B, PTO Guidelines

⁸⁶ See Intent Notes for Paragraph 325

⁸⁷ See Paragraph 333

Seniority	Rate of accrual each month
0 -1.9 years ⁸⁸	13.334 hours
2 - 4.9 years	15.334 hours
5 - 9.99 years	19.334 hours
10 years and above	23.334 hours

- 2) Full-time exempt employees (Incumbent RSAM (N3) as of 10/10/2018 until 6/30/2021, N4, N5, N6, and NP4) will accrue PTO as follows:

Seniority	Rate of accrual each month
0 – 1.9 years ⁸⁹	17.334 hours
2 – 4.9 years	19.334 hours
5 years and above	23.334 hours

- 3) For employees working a split appointment between different classifications, PTO accrual will be prorated to each appointment fraction and classification and then added to determine the total monthly accrual.

329. Except as provided in Paragraph 330, full-time employees shall accrue PTO at the rate outlined in Paragraph 328. A part-time employee normally scheduled to work eight (8) or more hours per calendar week will accrue PTO on a basis, which is directly proportionate to that accrued by full-time employee. Those normally scheduled to work less than eight (8) hours per week shall not accrue PTO.

330. During the calendar month in which an employee starts or ends employment, or starts or returns from any leave of absence, the employee shall accrue Paid Time Off hours depending upon the day of the calendar month on which the event occurs as follows:

Day of Month	Start of Employment or Return form LOA	End of Employment or Start of LOA
One through ten	100%	None
Eleven through twenty	50%	50%
Twenty-one through end	None	100%

331. Except as provided in Paragraph 330 above, an employee shall not accrue any hours of Paid Time Off (PTO) income during any leave of absence or while using extended sick time or during any calendar month in which the employee is absent without pay for fifty percent (50%) or more of the workdays. During any calendar month in which the employee is absent without pay for less than fifty percent (50%), but more than twenty-five percent (25%) of the workdays, the employee shall accrue fifty percent (50%) of their normal PTO income.

⁸⁸ Any employee hired on or after July 1, 2013

⁸⁹ Any employee hired on or after July 1, 2013

332. No employee may accrue hours of PTO income in excess of the employee's annual (12 months) accrual, or if a part-time employee, in excess of the appropriate proportionate number of hours.
333. PTO will be recorded in the month prior to accrual and available to use on the 1st day of the calendar month of accrual.⁹⁰
- 333A. Unused PTO time will be paid to an employee, annually, on the last pay day in January, provided the employee makes a written request to his/her supervisor by December 1 each year and provided the employee maintains a minimum of forty (40) hours (pro-rated according to appointment fraction) of accrued PTO time.
- 333B. An increase in the rate of accrual shall be effective in the calendar month during which completion of the required years of seniority or a change in the overtime payment eligibility status occurs. The accrual for that month will be on a percentage basis depending upon the day of the month the event occurs as outlined in Paragraph 330.

SECTION C. PAY IN LIEU OF PTO TIME

- 333C. The University will give written notification to an employee at least two (2) months prior to the employee reaching maximum accrual.⁹¹
- 333D. An employee will receive pay in lieu of Paid Time Off (i.e., without taking actual time off from work) only after completion of the employee's probationary period and then only under the following circumstances:
- 333E. 1) Retirement; or
- 2) Start of a leave of absence, except that an employee who is granted a leave of absence for a period of six (6) months or less shall, upon written request, have up to forty (40) hours of accrued PTO time retained, provided the request is made to the supervisor prior to the beginning of the leave of absence; or
- 3) Termination, for whatever the reason, provided that the employee has one (1) year of seniority at the time of termination; or
- 4) Death, in which case a survivor will be paid; or
- 5) Layoff; or
- 6) If the hours of employment are reduced for an indefinite period, of time, payment of PTO hours will be made for all accrued hours in excess of the maximum accrual eligibility for the reduced employment.

⁹⁰ See Paragraph 87

⁹¹ See Paragraph 333A

SECTION D. PAY FOR ACCRUED PTO TIME

- 333F. Pay for PTO time shall be at the employee's rate of pay at the time taken, times the number of hours of accrued PTO time scheduled and used. Pay for PTO time shall be paid to the employee on the employee's regular payday. Shift premium, as set forth in Article 16 shall be paid for the number of hours of accrued PTO time scheduled and used, only by an employee who does not rotate from a shift for which the premium is payable.
- 333G. Pay in lieu of PTO time shall be at the employee's rate of pay at the time the event set forth in Section C occurs, times the number of hours of accrued PTO time. Pay for scheduled PTO time shall be at the employee's rate of pay at the time the scheduled time is taken, times the number of hours of accrued PTO scheduled and used. Pay for PTO time shall be paid to the employee on the employee's pay day, except that an employee shall be paid for such time in advance of the employee's scheduled time off on the employee's regular pay day preceding the scheduled time off, providing the employee is scheduled for ten (10) or more consecutive PTO days and the payment in advance is requested in writing at least seven (7) calendar days prior to the pay day preceding the first day of such scheduled time off. Shift premium, as set forth in Article 16 shall be paid for the number of hours of accrued PTO scheduled and used only by an employee who does not rotate from a shift for which the premium is payable.

SECTION E. SCHEDULING OF PTO TIME

- 333H. 1) Holiday scheduling takes precedence over the granting of PTO.
2) During the annual holiday request period, employees may commit to work additional hours during holiday weeks. Based upon the hours committed, the Clinical Nursing Director and the Workload Review Committee will determine the amount of PTO, if any, to be allocated during the Holiday weeks. If there are sufficient hours committed, a unit will grant at least one employee's request for PTO during a Holiday week provided it does not negatively impact unit operations at the Clinical Nursing Director's discretion. Additional hours committed at the time of the holiday request period that are scheduled and worked will be considered prescheduled related to paragraphs 355, 355C and 355B.
3) PTO shall be scheduled to meet the work requirements of the University on a unit basis in accordance with the following Procedure.
- 333I. 1) Each unit will post, prior to December 1 of each year, and at such other times as may be established by a unit, any limitations concerning the scheduling of time off, including the election to close down any or all of the operations of the unit and schedule time off during the close down period. Unit guidelines shall allow each employee to schedule at least seventy-five percent (75%) of his/her annual accrual of PTO time as

vacation according to the requirements specified in Paragraph 333J. If unit guidelines are established to assure a specific amount of time off for each employee during the period, December 15 through January 15, this time may be included in the calculation of seventy-five percent (75%) of accrual even if the time is not actually scheduled off until posting of the unit schedule for that period.

- 2) If scheduled time off is limited to less than seventy-five percent (75%) of accrual, or any approved time off scheduled according to the agreed upon procedure is denied or cancelled due to unanticipated needs of the unit, the employee will not lose PTO accrual.
- 3) Scheduled PTO allocation for employees will include only those hours, which are budgeted toward direct patient care. PTO requests from employees who are nurses and in non-bargained-for positions will not be part of the unit PTO process.

333J. There will be one request period each year for the period of May 1, through April 30. Each unit will accept requests as follows:

- 1) During the month of February, each employee will initially sign up for a maximum of two (2) weeks of PTO in seniority order, highest to lowest. Unit guidelines will not restrict scheduled PTO requests to less than two (2) weeks. At the employee's option, the two (2) weeks need not be consecutive.
After all employees have opportunities, the remaining time will be requested and granted in seniority order, highest to lowest, except as provided below in Paragraph 333K.⁹²
- 2) When the scheduled PTO request period ends in mid-week, that request period will be extended to encompass the full week for the purpose of granting scheduled PTO time off. Seven consecutive days means any seven-day period and will not be limited to a Sunday through Saturday definition of a week.
- 3) The time off will be posted based on the following schedule (continued on next page):

⁹² See Paragraph 333K

HOLIDAY REQUEST PERIOD	HOLIDAY NOTIFICATION DATE
January 1 – 15: Holiday request* for Christmas Day New Years Day Memorial Day Independence Day Labor Day Thanksgiving & the day after Thanksgiving (both days are counted as one holiday) *Include request for substitute holidays per paragraph 349 *Include commitment to work over appointment during Holiday weeks per paragraph 333H	No Later Than February 1 Tentative Holiday Schedule Posted
PTO REQUEST PERIOD	PTO NOTIFICATION DATE
PTO requests for the period of May 1 through April 30 will be made according to the following schedule: February 1 – 21 First Request Period By February 28 Schedule Reposted March 1 – 14 Second Request Period	Final PTO Schedule Posted No Later Than April 1

- 4) The OR/PACU/Procedure area will increase the number of PTO hours available for the request period beyond the seventy-five percent (75%) annual allocation plan during the period between the Christmas and New Year's holidays to accommodate the decrease in patient census.

333K. Each unit will schedule time off based upon these requests, except that when it is necessary to select from among employees with the same or overlapping requests, preference will be given to those whose request results in seven (7) or more consecutive days of time off (including any paid holiday) and seniority. Seven (7) consecutive days means any seven (7) -day period and will not be limited to a Sunday through Saturday definition of a week. This preference is limited to the first round of PTO selection.

- 333L. Units will provide individual written notification to employees of whether their PTO request is granted or denied.
- 333M. If an employee's PTO request is denied, during the annual request period or if scheduled time off is changed due to the needs of the unit, accrued PTO time will not be lost and at the request of the employee, all accrued PTO hours in excess of the maximum will be paid.

The only 2 reasons to receive payout of excess PTO is if denied PTO during annual PTO selection or PTO changed due to unit needs. Does not apply in any other scenario if employee does not select available PTO that represents a full 75% during annual selection process. See PTO buyback in Para 333A.

- 333N. An employee who transfers into a unit and has not taken previously approved scheduled time off, loses that time off preference unless the unit can accommodate the request made in the former unit. In such a case, the employee will be permitted to reschedule, consistent with the work requirements of the new unit. Every attempt will be made to accommodate previously agreed to PTO for an employee whose transfer is a result of reduction-in-force, as long as no higher senior employee has been denied that time off.
- 333O. Remaining open PTO hours will remain posted on the unit until filled or closed by the manager due to unit needs. The Employer will not arbitrarily close hours. If previously closed PTO hours and/or additional PTO hours above the allocated PTO hours are made available by the manager, the following process will be used to approve or deny requests:
- PTO hours that become available, including any hours returned by an employee, prior to schedule development, will be posted on the unit for at least one week.
 - Requests made within one week of the posting of the available PTO hours will be granted in seniority order, highest to lowest.
 - Notice of approval or denial will be provided within fourteen days of the request or prior to the schedule being posted, whichever occurs first.

- 333P. When extraordinary circumstances beyond the control of the employee cannot be corrected in time for the employee to meet employment obligations, PTO time may be granted for the absence, including a partial shift absence. It is expected that the employee will notify the manager or designee of the length of the expected absence whenever possible.

Access to Incremental PTO

- 333P.1 An employee may access incremental PTO, which will be considered scheduled time, provided the employee has enough PTO to cover the time and complies with the following steps;
- 1) The employee will provide the manager with at least twenty-four (24) hours' notice of the need for additional time off. An incremental PTO access request cannot be for more than one or two days or a partial shift of at least two hours, at a time and this access is not intended to

- create significant schedule changes on an ongoing basis.
- 2) The requested time off will be granted if the employee is able to obtain his or her own coverage and the time off will be considered as scheduled.
 - 3) The employee is responsible for obtaining a commitment from another employee in writing.
 - 4) The coverage may be changed or cancelled at the discretion of the manager. On-call may be cancelled within 24 hours without penalty.
 - 5) The coverage must be another employee who is oriented to the unit and may involve over appointment, overtime, on-call or a CSR/ACNRP regular or temporary staff, or a Per Diem staff working beyond their usual commitment.
 - 6) Overtime may be prescheduled and seniority will not be a barrier to this process.
 - 7) Hours committed through this process do not qualify for the unit's overtime trigger or the 20-hour limit for temporary or Per Diem staff and do not count toward the individual overtime limit or the unit overtime trigger.
 - 8) Hours committed through this process do not count in the calculation of 75% annual allocation process.
 - 9) This process does not apply to obtaining coverage on a holiday.
 - 10) Employees may use this process to extend a vacation by no more than two days, provided the employee who is covering the time is not working overtime. Employees may not use this vacation extension during a holiday week.
 - 11) If a CSR/ACNRP or Ambulatory Care Decentralized Float Pool nurse agrees to work over appointment or overtime to provide coverage for a specific employee requesting PTO access and the hours are cancelled, the nurse will not be reassigned to another unit, unless the CSR or ACNRP/Decentralized Float Pool nurse agrees.

Problem Solving Meetings

- 333P.2 Discussions between an employee and manager and problem solving meetings are intended to promote a thorough understanding of lifestyle situations, which may contribute to the excessive use of unscheduled PTO. The discussions and meetings provide an opportunity for the employee to clarify their actions, to develop a mutual understanding of the employee's issues and of the impact of the employee's absenteeism on patient care and on the work life of other staff members. The goal is to develop a mutual plan to minimize the use of scheduled and unscheduled PTO.

Discussions

- 1) A discussion between the employee and the manager may be initiated whenever there is concern related to the continuous use of unscheduled PTO, including the use of partial shifts and contiguous unscheduled time with scheduled time. Those anticipated unscheduled absences, which the employee proactively discusses with the manager and develops a mutually agreeable plan to address, need not be included in the PTO problem solving process. Those unanticipated, unscheduled absences, arrivals after the scheduled shift start

time or partial shifts less than one hour, which the employee subsequently discusses with the manager and develops a mutually agreeable plan to address, need not be included in the PTO problem-solving process.

- 2) If the employee exhausts their PTO bank and uses unapproved no pay at any time, a meeting will occur between the employee, the manager, and an Association representative.
Subsequent occurrences of using unapproved no pay within nine months from the initial occurrence of unapproved no pay may result in disciplinary action. The employee will not be disciplined if the employee exhausted his/her PTO bank due to Assigned Time Off in the prior six months. In this event, a meeting with the employee, an Association representative and the manager may be called.

Formal Problem Solving Meetings

- 3) A formal problem-solving meeting must occur prior to disciplinary action. For the purpose of problem-solving meetings and disciplinary action, late arrivals and/or partial shifts of less than one hour will be treated separately from unscheduled PTO/absences.
- 4) The employee will be permitted up to two (2) occurrences of unscheduled absences within a twelve (12) month period resulting from the employee's own personal illness or health condition which will not count as occurrence and will not be subject to a problem solving meeting as long as the employee provides a healthcare provider's note showing the employee was seen by a healthcare provider within forty-eight (48) hours of the absence.
- 5) Occurrences of unscheduled absences that are related to documented exposures to communicable diseases at work will not be subject to a Problem Solving Meeting.

333P.3 A problem-solving meeting for unscheduled PTO may be held with the employee, the manager and an Association representative if:

- 1)
 - (a) a pattern of unscheduled PTO is observed,
 - (b) or occurrences of unscheduled absences PTO are equal to or greater than four (4) in a six (6) month period.
 - (c) The goal of the meeting is to provide an opportunity for the employee to clarify their actions and to develop a mutual action plan.
- 2) A second problem-solving meeting will be held if the employee has two (2) or more additional occurrences of unscheduled PTO within three (3) months from the date of the last occurrence or if the employee has four (4) or more unscheduled PTO within nine (9) months after the date of the last occurrence.
- 3) A third problem-solving meeting will be held if the same occurrence pattern continues two months after the date of the last occurrence. Employee counseling, will occur which may lead to disciplinary action.
- 4) Note that as an outcome of these meetings, a mutually developed action plan may be developed which changes the discipline threshold

for an individual employee in order to accommodate their specific situation.

- 5) The employee and the Association representative will be provided with applicable attendance data at the time the meeting is scheduled. The manager will request from the Association, a representative, which will be made available for a problem-solving meeting within one week of the request. This time frame may only be extended by mutual agreement. The employee will be provided notice at the time of the meeting request that subsequent occurrences that occur prior to the problem solving meeting may count towards further steps of the process.
- 6) During the annual performance evaluation process, a review of occurrences of unscheduled PTO and unexcused absences will occur. This review will not be considered part of the problem solving meeting or disciplinary process. The employee's evaluation will not incorporate attendance related concerns if prior notice through the formal problem solving process has not occurred.

333P.4 A problem-solving meeting for arrivals after the scheduled shift start time /partial shifts of less than one hour may be held with the employee, the manager and an Association representative if:

- 1) The employee has six or more arrivals after the scheduled shift start time/partial shifts of less than one hour in six (6) months. The goal of the meeting is to provide an opportunity for the employee to clarify their actions and to develop a mutual action plan.
- 2) A second problem-solving meeting will be held if the employee has two additional arrivals after the scheduled start time and/or partial shifts of less than one hour, three months after the date of the last occurrence. Employee counseling, will occur which may lead to disciplinary action.
- 3) Note that as an outcome of these meetings, an action plan may be developed which changes the discipline threshold for an individual employee in order to accommodate their specific situation.
- 4) The employee and the Association representative will be provided with applicable attendance data at the time the meeting is scheduled. The manager will request from the Association, a representative, which will be made available for a problem-solving meeting within one week of the request. This time frame may only be extended by mutual agreement. The employee will be provided notice at the time of the meeting request that subsequent occurrences that occur prior to the problem solving meeting may count towards further steps of the process.

333P.5 Implementation Memorandum: Problem Solving Meeting Scheduling

Upon execution of this agreement (2018) and for the duration of the 2018 agreement, the follow will occur:

- 1) In order to facilitate timely scheduling of problem solving meetings, the parties shall maintain an open calendar with scheduling

blocks to show dates and times UMPNC representative(s) will be available for Problem Solving Meetings. Clinical Nursing Directors and Nurse Supervisors will have access to the calendar for scheduling of problem solving meetings.

- 2) Group email accounts will be created for each area by UMPNC representatives in order to provide access to an UMPNC representative when needed for a Problem Solving Meeting.

333Q. A unit may charge an employee's PTO accrual and pay an employee for an absence.

333R. If a day observed by the University as a holiday, as provided in Article 32 (Holidays) occurs during an employee's scheduled time off, the employee shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued PTO.

SECTION F. ACCRUAL ADJUSTMENT FOR PART-TIME EMPLOYEES

333S. An employee's appointment hours should reflect the hours an employee is regularly scheduled to work. In this regard, the following applies:

- 1) If a part-time employee has worked an average of at least four (4) non-overtime hours per week in excess of their appointment hours for eight (8) consecutive weeks or more, the University will modify the employee's PTO (Article 29), Extended Sick Time (Article 30), accruals retroactively to the beginning of the period.
This modification will result in an accrual, which is directly proportionate to the maximum hours of income, and extended sick time income for which a full-time employee is eligible.
- 2) Additional PTO is not accrued or adjusted for prescheduled over appointment hours worked during a holiday week or for hours worked to provide coverage for another employee related to PTO access.

SECTION G. HEALTH CARE APPOINTMENT

333T. An employee will be granted time off for health care appointments if requested no later than during the schedule request period. The supervisor may seek verification of the health appointment. In order to be considered for time off once the schedule has been posted the employee must give the employee's immediate supervisor written notice and receive approval at least five (5) calendar days prior to the appointment. In the event that a health care professional schedules a return appointment or care, which prevents giving the required notice, as much notice as possible based on the circumstances is required.

333U. If the employee is granted time off under this Section after the schedule is posted, the supervisor may request documentation to include the date and time of the appointment and identification of the facility prior to the employee leaving the unit for the appointment.

SECTION H: USE OF PTO FOR WORK-RELATED INJURY

- 333V. PTO hours will be used to cover absences as a result of a work-related injury until Worker's Compensation coverage becomes available. Then PTO hours will be returned to the employee's PTO bank to the extent possible and equal to the Worker's Compensation payment for the same time period.

SECTION I: PTO DONATION PROGRAM

334. There is hereby established a PTO donation program, which will include the following:
- 1) PTO donation program would be open only to members of the UMPNC bargaining unit (i.e. only those in the bargaining unit are eligible to donate PTO or to receive donated PTO).
 - 2) Donation will be of PTO hours, not cash equivalent.
 - 3) Donation(s) may be made in no less than one (1) hour increments.
 - 4) The donating employee must have at least forty (40) hours of PTO remaining in his or her PTO bank after the donated hours are deducted (this could be prorated according to donor FTE).
 - 5) Donation(s) will generally be made to a central pool. Notwithstanding this, a donor may express a preference for an individual to whom he or she wishes to donate. A minimum of seventy-five percent (75%) of directed donation(s) will be allocated to the preferred recipient if the recipient submits an approved request for hours. Decisions on allocation of donated PTO and approvals will be made by the PTO Donation Committee. Any remaining hours, after those decisions are made, will be added to the PTO Donation Pool.
 - 6) Donations must be voluntary; recipients are not permitted to solicit co-workers for PTO donations.
 - 7) Donations, once made, may not be rescinded.
 - 8) Employees who donate PTO will not realize any income in connection with the donation, nor may the donated time be considered a "charitable gift" for income tax purposes. The donated PTO will not be considered as time paid for the donating employee. Donated leave is treated as wage income that is taxed when the recipient receives the payment, and will be paid at the recipient's regular rate of pay.
 - 9) An employee who is paid from a sponsored research project (grant or contract) is ineligible to donate PTO, but is eligible to receive donated PTO as described below.
 - 10) Individuals who satisfy the following criteria may apply to receive donated PTO:
 - a) The recipient must have a regular appointment that is eligible to accrue PTO.
 - b) The recipient must have exhausted all paid leave time, including PTO and Extended Sick, before applying to receive donated PTO.
 - c) The recipient must demonstrate that:
 - i) the employee or his/her immediate family member is

- experiencing a serious medical hardship or catastrophic illness or injury (e.g., cancer, major surgery, serious accident, heart attack, stroke) or
- ii) the employee is experiencing a serious and significant crisis that requires immediate attention and absence from work (e.g. house fire, executor responsibilities out of state).
- d) Donated PTO may not be used to supplement disability pay or workers' compensation payments.
- e) Donated PTO may not be used to exceed the recipient's normally scheduled work hours per pay period.
- f) Requests to receive donated PTO made by individuals in the disciplinary process for attendance-related concerns will be considered on an exception basis only.
- g) An employee will not accrue PTO while receiving donated PTO.
- 11) Decisions regarding receipt of donated PTO will be made by the PTO Donation Committee. The PTO Donation Committee will be comprised of three members: a representative of UMHS HR, a representative appointed by Nursing Services, and a representative appointed by UMPNC. The PTO Donation Committee will review requests to receive donated PTO and requests to donate PTO for compliance with the above requirements. If the available pool of donated PTO hours is less than the number requested by one or more employees eligible to receive donated PTO, the PTO Donation Committee will allocate available donated hours consistent with the criteria above. Decisions regarding the allocation of donated PTO are not subject to the Dispute Process or Arbitration Process.
- 12) A recipient may receive up to six (6) weeks of donated PTO (up to 240 hours, prorated based on FTE) hours in a twelve-month period.
- 13) Employees who are unable to use PTO in excess of their maximum PTO accrual will have those PTO hours placed in the PTO donation central pool.
- 14) Employees who separate employment from the University with less than twelve (12) months of University employment and cannot receive a PTO payout will have their PTO hours automatically donated to the PTO donation central pool.

ARTICLE 30 EXTENDED SICK TIME

SECTION A. FULL-TIME EMPLOYEE

336. A full-time employee who has at least two (2) full years of continuous service and has eighty (80) hours of continuous sickness and injury absence will be eligible for not more than one thousand fifty-six (1056) hours of Extended Sick Time income, paid at full pay and one thousand fifty-six (1056) hours of Extended Sick Time paid at one-half the employee's pay. If the employee's two (2) year anniversary occurs at some time during the eighty (80) hours access period, then the employee is eligible for extended sick time. The Extended Sick

Time hours are pro-rated to the employees appointment fraction. It is renewable on the first (1st) of the month of their seventh (7th) anniversary and every five (5) years thereafter.

For those employees hired prior to February 2, 1996, the EST eligibility and one time renewal date is February 1, 1998. Renewal is every five years thereafter from the date of February 1, 1998. Extended Sick Time hours do not renew during a leave of absence or any period of absence due to illness or injury covered by this Article. Eligibility for Extended Sick Time income hours, which would have otherwise renewed, is deferred until the employee returns to active employment. Active employment shall mean the return to the employee's appointment fraction for no less than 30 consecutive days.

337. This Extended Sick Time income will be available to an eligible employee only after continuous hours of disability absence following an original eighty (80) continuous hours of sickness or injury absence, prorated by appointment fraction. Intermittent absences may count toward the two-week qualifying period if the absences are related to the same illness or injury and with appropriate medical documentation. Thereafter, other accrued hours of PTO income may be used and paid. Each illness or injury shall be independent of any other injury or illness and require completion of the eighty 80-hour period above, except as provided in Section D. of this Article.⁹³ An employee who returns to work during the qualifying period for a work trial, recommended by the University, and is unsuccessful, will have prior related absences count toward the two-week qualifying period. Once an employee is eligible for access to his/her extended sick time income, eligibility will continue for all other absences related to the same illness or injury.

SECTION B. PART-TIME EMPLOYEES

338. A part-time employee appointed to work eight (8) or more hours per calendar week and who has at least two (2) full years of continuous service shall be eligible for Extended Sick Time income providing the employee meets the eligibility requirements of Section A on a pro-rated basis dependent on the employee's appointment hours which shall be directly proportionate to the eligibility requirements of a full-time employee. The number of hours of Extended Sick Time income payable as provided in Section A. shall be directly proportionate to the maximum hours of Extended Sick Time income for which a full-time employee is eligible.

SECTION C. ELIGIBILITY FOR EXTENDED SICK TIME PAY

- 338A. The University reserves the right to request a second medical opinion and abide by that opinion when determining eligibility for Extended Sick Time income. The University and the employee will mutually agree upon the physician to perform the evaluation and to abide by the second opinion. An employee, who

⁹³ See Intent Note for Paragraphs 325

is asked to see a physician for a second medical opinion, will be informed of their rights to contact the Association. The examination and report will be without cost to the employee. Until the second opinion is received, the employee's physician statement will prevail in determining eligibility for Extended Sick Time income.

If the University requests that the employee provide any medical records from the employee's health care provider(s) or from institutions or facilities providing care, the employee may request reimbursement for the cost, if any, of copying the requested records.

- 338B. Arbitrary failure or refusal to follow accepted medical practice in treating a sickness or injury shall be reason for discontinuing or withholding Extended Sick Time income.
- 338C. Nothing in this Article requires an employee to disregard the medical care plan of the employee's physician. Eligibility for Extended Sick Time incomes will be determined as provided in Paragraph 338A.
- 338D. An evaluation for LTD eligibility will be completed before the EST benefit is exhausted. It is understood that not all evaluations can be initiated without some notice from the employee.

SECTION D. ELIGIBILITY TO RETURN TO WORK

- 339. An employee who is off work in accordance with the provisions of this Article shall be returned to active employment by the University either to the employee's former position or to a position consistent with the provisions of Section -J of Article 38 (Leaves of Absence), provided, however, that the notice requirements of Section J. shall not be applicable except that in the case of disability absences where the employee knows that another individual will be working in the absent employee's position, the returning employee will provide as much advance notice of return as possible, including a release from the employee's physician where applicable or required by the University. If an employee is temporarily placed in CSR/ACNRP, the employee will retain their former classification and the University will have met its return to work obligation. Periodic re-evaluation may be requested to extend the need for accommodation.
- 340. If the employee is released to return to work, but at fewer hours than the appointment fraction because of temporary medical restrictions, the employee shall be paid for actual time worked and shall be eligible to continue to receive Extended Sick Time income for the balance of their appointment hours. In this regard, a physician's verification of restrictions shall be required. In addition, a release from the employee's physician shall be required before an employee can return to their previous appointment hours.
- 341. Should an employee, who returns to active employment pursuant to this Section, not return to the employee's former unit, that employee shall be given

consideration prior to an employee exercising rights under Section C., Article 27 (Transfers: Promotions, Demotions, and Laterals) but after an employee exercising rights under Article 26 (Reduction of the Working Force and Recall Procedures) for regular job openings which become available in the employee's former unit provided the employee requests such consideration by notifying the former unit in writing at the time the employee returns to active employment.

SECTION E. DISABILITY ACCOMMODATIONS

343. University resources will be used to facilitate return to work for employees who are unable to perform the full range of duties of their position due to a work-related or a non-occupational injury or illness. Guidelines and process related to the timely, appropriate placement of such employees have been developed by the Association and the University and are included as Addendum C to this Agreement. The guidelines and process may be evaluated over the life of this Agreement and jointly modified as necessary.
- 343A. A joint Association and University team of not more than four members will be convened to identify nursing positions and work areas hospital-wide that require minimal orientation that could be used for accommodating employees with disabilities. Positions will be identified for both short and long-term placement, with the expectation that a short-term placement would not exceed six (6) months, would be accompanied by progressive work hardening and would be considered a "bridge" position back to a regular position.⁹⁴
- 343B. When placing an employee with a disability, the University will place the employee in a position covered by this Agreement, assuming ability to do the work, prior to any other position.⁹⁵ In the event that the employee cannot be accommodated in a bargaining unit position and has exhausted all paid time, the employee may be placed in a position outside of the bargaining unit that approximates the employee's appointment fraction, provided the employee possesses the qualifications. Accommodation in a position outside of the bargaining unit will not exceed twelve (12) months. During this time, the employee will maintain bargaining unit membership and will be eligible for PTO accrual and other paid benefits under the labor Agreement, pro-rated by appointment fraction. Pay will be reflective of the accommodated position. Evaluation for the level of accommodation required will occur every 4 months.⁹⁶
- 343C. When a temporary position in the Central Staffing Resource/ACNRP is identified as a placement for an employee needing accommodation, that employee will be considered regular.⁹⁷

⁹⁴ See Intent Note for Paragraph 343A. See MOU: University Mission and Values (Paragraph 726)

⁹⁵ See Intent Note for Paragraph 343B

⁹⁶ See Addendum C

⁹⁷ See Intent Note for Paragraph 343C

- 343D. If an open position is determined to be an appropriate placement for an employee with a disability who is awaiting placement, this position need not be posted in accordance with Article 27, but may be filled by an employee with a disability, assuming ability to do the work. When there is more than one such employee, placement decisions will be made on the basis of seniority, qualifications and substantial differences.⁹⁸
- 343E. The University will develop and maintain a centralized database of employees needing accommodation. The database will contain codes for staff working in an accommodated role and those needing placement and will be updated per scheduling period. A joint workgroup will be created post-ratification of this agreement (10.10.2018) to address the creation and maintenance of the centralized database.
- 343E1. When the employee requires a return to work accommodation and cannot be accommodated on the home unit, the employee's Associate Chief Nursing Officer will endeavor to accommodate the employee within another unit under that director's responsibility. The employee must meet the necessary qualifications and job requirement for any accommodated position.
- 343F. At the time the Michigan Medicine's Human Resources Department is notified that an employee may no longer qualify for long-term disability (LTD), there will be a joint meeting of the Association and the University to discuss the conditions of return to active employment and options for work trial placement.⁹⁹

ARTICLE 31 EMPLOYEE ASSISTANCE

344. The University and the Association agree that timely and effective identification, assistance and/or treatment of employees with mental health and/or chemical dependency can contribute to the employee's ability to meet employment obligations, maintain standards for nursing practice and provide for the safety of the public. Early identification and assistance may result in successful rehabilitation before employment is in jeopardy. Employees will not be summarily discharged for diverting substances from the Employer. At the conclusion of the Employer's investigation of all the facts and circumstances, the University will determine the appropriate corrective action, up to and including discharge. Following consultation with the Association, but at the discretion of the University, discharge will not be imposed when less serious discipline and appropriate treatment can enable an employee to meet the employment obligation. The University's decision to discharge an employee does not preclude the review of such a discharge through the Dispute Resolution Procedure and Mediation Procedure, Article 46 and the Arbitration Procedure, Article 47. Finally, the parties acknowledge that the ultimate

⁹⁸ See Intent Note for Paragraph 343D

⁹⁹ See Paragraph 426B

responsibility in accepting, confronting and overcoming the problem is that of the employee.

345. The University, through the Office of Counseling and Workplace Resilience, has made available a program to provide assistance to employees.
- 1) An employee who self identifies chemical dependency, seeks and completes treatment will have a return to work plan coordinated by the University through the Office of Counseling and Workplace Resilience. The Employer will assist the employee in identifying appropriate rehabilitative treatment programs. The terms of return to work will be tailored to the individual circumstances, and if applicable, will require compliance with requirements of any professional recovery program in which the employee is participating.
 - 2) In seeking assistance through the University's Office of Counseling and Workplace Resilience, an employee may select any counselor in the program who is available on a timely basis. In cooperation with the University and the University's Office of Counseling and Workplace Resilience, the Association may provide a list of potential treating practitioners to whom employees may be referred. It is understood that employees are responsible for costs incurred either through their health care insurance coverage or otherwise. Employees who are placed on a leave of absence to seek treatment will have benefits provided pursuant to other provisions in this agreement.
 - 3) Participation in any treatment program, which may be recommended, by the University's Office of Counseling and Workplace Resilience will be voluntary. Release of information concerning an employee's participation in this program is confidential and can occur only with the employee's written release of information.
 - 4) Employees will be informed of the program during Nurse Orientation and other appropriate methods and media.
 - 5) An employee referred for treatment by the University's Office of Counseling and Workplace Resilience and participating in a program will not be disadvantaged in regard to the provisions of Article 39, Benefit Plans; Article 38, Leaves of Absence; or Article 29, Paid Time Off, due to participation in that program.
 - 6) No less than one designated Association representative will be a member of the University's Office of Counseling and Workplace Resilience advisory committee, evaluation committee, and any other joint labor/management committee(s) which may be established within the University Hospitals to address issues related to programs and education on the subject of substance abuse and employees.
346. The University, except as otherwise provided by law or regulation, will schedule a special conference with the Association no less than ninety (90) calendar days prior to implementing any policy or program which requires testing employees for substance use. The Association may reconvene the

conference no less than sixty (60) calendar days prior to the implementation date to inform the University of its position regarding the proposed program.¹⁰⁰

ARTICLE 32 HOLIDAYS

SECTION A.

347. The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday. Operating units, which have seven (7) days per week operations, may observe Saturday and Sunday holidays on the day on which they fall rather than on the preceding Friday or following Monday.¹⁰¹
348.
 1. New Years Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day & the Day after Thanksgiving (requested and scheduled as one holiday)
 6. Christmas Day
349. Any employee may substitute up to three (3) holidays of the employee's own choice for any of the holidays designated above, within any January 1 to December 31 period, provided arrangements are made in a prescheduled manner. The substitute holiday may not be taken during any week in which the employee has a holiday off. In such a case, the provisions of this Article shall apply to the substituted holiday and not the holiday designated above except that Paragraphs 354 and 355 do not apply to substitute holidays. In the event that no work is provided such an employee on a holiday designated above, the employee will not be paid for the holiday unless arrangements for a PTO day have been made in accordance with the provisions of Article 29.

SECTION B.

350. The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed, except when one-half (1/2) or more of an employee's work schedule occurs on the calendar day on which the holiday is observed and the balance of the work schedule begins on the preceding day, the twenty-four (24) hour period shall start with the employee's starting time on the calendar day preceding the calendar day on which the holiday is observed. When less than one half (1/2) of an employee's work schedule occurs on the calendar day in which the holiday is observed, even though the employee's starting time starts

¹⁰⁰ See Para 728: MOU For-Cause Drug Testing

¹⁰¹ See Intent Notes Paragraph 354A; 354A.2

on the calendar day on which the holiday is observed, the twenty-four (24) hour period shall end at the employee's starting time on the calendar day in which the holiday is observed.

The holiday pay and the pay for time worked on the holiday shall be based on the twenty-four (24) hour period set forth above for those employees whose work schedule spans more than the calendar day on which the holiday is observed.

- 351A. For those employees whose normal schedule of work is a combination of shift lengths holidays observed on the employee's scheduled days off will be divided as equitably as practicable between shift lengths. Holidays observed on the employee's scheduled days of work will be equitably distributed between shift lengths.
- 351B. During a week in which a holiday falls, employees will be scheduled consistent with their appointment fraction, except during Thanksgiving week, in which one of the two (2) holiday shifts may be included in the employee's appointment fraction.
- 351C. With the exception of Thanksgiving week, CRNAs may be scheduled to work their full appointment fraction during holiday weeks. Selection will be made among volunteers in seniority order during the annual holiday request period, based on available hours. The holiday will be prorated based on usual shift length and appointment fraction for weeks in which the full appointment fraction is worked.
- 351D. CSR/ACNRP will not be required to work any holiday but volunteerism is encouraged. CSR/ACNRP will choose three (3) holiday weeks (Memorial Day through Thanksgiving) in which they will work their full appointment fraction. The process to select these weeks will be similar to the current holiday selection process. This process will begin in January 2019.

SECTION C. HOLIDAY OFF AND COUNTED WITHIN APPOINTMENT FRACTION

- 352. Each employee normally scheduled to work eight (8) or more hours per week (see paragraph 352B) shall suffer no loss in salary for the holiday, provided the employee meets the following eligibility requirements:
The employee works the employee's last scheduled work day prior to and the employee's first scheduled work day following the holiday unless the employee's work both days is excused because of personal sickness or injury as provided in Article 29, (PAID TIME OFF) or (2) other extraordinary circumstances beyond the control of the employee, which cannot be corrected in time for the employee to meet the individual employment obligation.
- 352A. For a holiday not included in appointment fraction, which falls on the employee's scheduled day off, the employee will receive pay for the holiday

determined by prorating the holiday according to the employee's appointment fraction and normal shift length.

- 352B. The holiday will not be prorated for part-time employees who work on 24/7 and OR/Procedure Units who work their full appointment fraction during a holiday week.
- 352C. Individuals who work appointment fractions that are counted over two weeks will have their holiday week incentives calculated based on working their appointment fraction over the two weeks.
353. For employees on fixed schedules: In the event a holiday is observed on a full-time employee's scheduled day off, the employee will receive pay equal to their shift length or not less than eight (8) hours for the holiday. Part-time employees will receive holiday pay prorated by the employee's appointment fraction and normal shift length when the holiday is observed on a part-time employee's scheduled day off. Employees normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.
- 353A For those Operating Room, Post Anesthesia Recovery/Care Units and Procedure Areas where employees are not scheduled to work holidays and holidays are only covered by call, the following applies:
Call taken on the holiday proper is considered to be a holiday worked and part of the employee's appointment fraction, not to exceed the normal shift length. Holiday pay in this situation is not prorated for part-time employees except as noted in paragraph 352C.

SECTION D. HOLIDAY IS ASSIGNED & WORKED

354. An employee who is assigned and works on the holiday shall receive either:
- 1) Holiday pay as provided in Section C; or
 - 2) Holiday pay for the actual time worked, whichever amount is the greater.
- 354A. In addition to this holiday pay, an employee, who is assigned and works on the holiday, will either:¹⁰²
- 1) Be paid for the time worked at one and one half (1-1/2) times the employee's hourly rate and shift premium, if applicable, except Christmas Day, for which the employee will receive two times the employee's hourly rate and shift premium, if applicable; or
 - 2) Receive time off equivalent to the time worked without loss of pay, on another day mutually agreeable to the employee's supervisor. To the extent that time worked is paid pursuant to this Section, it shall not be paid under Article 15 (Overtime) for the same time worked.¹⁰³

¹⁰² See Intent Notes Paragraph 345A; 354A.2

¹⁰³ See Intent Notes Paragraph 354A; 354a.2

SECTION E. PRESCHEDULE & WORK FULL APPOINTMENT FRACTION WITH HOLIDAY OFF

355. Employees who are off on the holiday, but who request to be scheduled their full appointment fraction prior to schedule development and who work their full appointment fraction during a holiday week, may choose either:
- 1) Payment for the holiday at straight time, or
 - 2) An equal number of hours added to their PTO bank at time and one half (1-1/2), and
 - 3) The employee will be exempt from assigned overtime for the designated extra shift, to be determined based upon unit need and discussion between the employee and the manager.
 - 4) Additional terms:
 - (a) Paragraph 355 applies only when prescheduled.
 - (b) Over appointment hours prescheduled during a holiday week do not count in the calculation of additional PTO.¹⁰⁴
 - (c) Cancellation of over appointment and overtime and assigned time off during holiday weeks, other than on the day of the holiday should following the process as outlined in Paragraph 157 and Article 15, Assigned Time Off.
 - (d) Assigned time off during the Holiday week does not affect the ability to receive the holiday incentives for employees who have the holiday off and who prescheduled their full appointment. This applies to employees who volunteer to go home or stay home, per paragraphs 164B & 164C, or who are assigned off per paragraph 164D. The employee may choose to use PTO or approved no pay for the shift per paragraph 164F. Other than assigned time off (inclusive of Sleep Time) as described here, the full appointment fraction must be worked in order for the holiday incentive to apply.
 - (e) Hours prescheduled to provide coverage for an absence related to EST or FMLA, which are paid the \$8.00/hour premium, do not count toward the holiday incentives.
 - (f) This language does not apply to Ambulatory Care units.
- 355A. Part-time employees who are off on the holiday and who request to be scheduled for hours above their appointment fraction prior to schedule development will receive time and one-half (1-1/2) pay for those over appointment hours worked during the holiday week.
- 355B. During schedule development, if an employee who was scheduled to work the holiday and who volunteers or is assigned to take an additional holiday off, and is scheduled to work their full appointment fraction during the holiday week, the employee may choose either:
- 1) Payment for the holiday at straight time according to the hours of the usual shift length, or;

¹⁰⁴ See paragraph 333V

- 2) An equal number of hours added to their PTO bank at straight time, provided the full appointment fraction is worked.¹⁰⁵

SECTION F.

358. An employee who fails to work on a holiday when assigned or called in shall not receive holiday pay as provided in Section C. unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article 29 (PAID TIME OFF), or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the individual employment obligation.

SECTION G.

359. In the event that it is necessary to make a deduction from the salary of an employee because the employee does not meet the eligibility requirements set forth in Section C., the amount of the deduction will be the employee's hourly rate multiplied by eight (8), or whatever the employee's regular schedule of hours per day, plus shift premium for that day, if applicable.

SECTION H. HOLIDAY REQUEST PERIOD & HOLIDAY SCHEDULING

361. There will be one holiday request period each year. (See Paragraph 374). Time off on the holidays will be granted in seniority order, highest to lowest, in order to meet staffing needs of the unit, according to the following:
362. From January 1 through January 15, employees may request holiday time off on not more than two (2) of the following four (4):
- 1) Memorial Day
 - 2) Independence Day
 - 3) Labor Day
 - 4) Thanksgiving Day and the day after Thanksgiving (requested and scheduled as one holiday)
363. Employees may request holiday time off on not more than one of the following two holidays and will be guaranteed either Christmas Day or New Year's Day off.¹⁰⁶ (See Paragraph 637A, for complete Paid Time Off and Holiday Request Times.)
- 363A. When an employee is required to work more than four (4) Christmas Days in a row on the same unit, a joint review process to examine resources and solutions will occur.
- 363B. All CSR/ACNRP will schedule/work per the requirements of Paragraph 351D.

¹⁰⁵ See paragraph 368

¹⁰⁶ See Paragraph 637A, for complete Paid Time Off and Holiday Request Times

364. When scheduling employees to work on a holiday in a unit, the supervisor will endeavor to find volunteers from among the employees in the classification needed. If sufficient volunteers cannot be found, employees will be assigned to work on the holiday according to the following procedure.
365. First priority in holiday scheduling will be given to requests off in seniority order, highest to lowest.
366. 1) By February 1 of each year, each unit will post the tentative holiday schedule.
2) The unit may institute a holiday on-call system by a majority vote of the unit employees.
367. During each May 1 through the following January, employees will be assigned so that no more than one (1) holiday variation exists between any two unit employees, unless they specifically request to do so, counting holidays taken off on the holiday as a holiday worked. If it is possible to schedule additional holidays off, all six holidays (Christmas through Thanksgiving) will be considered together and requests granted on the basis of equity within the current holiday schedule (Christmas through Thanksgiving) and seniority. Following the Thanksgiving holiday each year, the new holiday schedule will be the basis for equity for the next year.
- 367A. Sequence for development of unit schedule:¹⁰⁷
- 1) Unit employees scheduled to meet appointment fraction.
 - 2) Multi-unit (Dual unit) employees.
 - 3) Unit employees requesting to be scheduled over appointment to provide coverage for an absence due to short-term disability or FMLA.¹⁰⁸
 - 4) Honor standing requests from part-time employees requesting to be scheduled over appointment.¹⁰⁹
 - 5) CSR Regular float employee, as available, to consistently replace an employee on anticipated absence.
 - 6) CSR Regular available float employee.
 - 7) Unit part-time employees requesting to be scheduled for additional non-overtime hours for the current schedule.¹¹⁰
 - 8) Per Diem employees.
 - 9) Unit-based temporary employees.
 - 10) Employees who are offered and accept an extra holiday off during schedule development will be scheduled for their full appointment fraction during the holiday week.¹¹¹

¹⁰⁷ See Intent Notes for Paragraphs 91, 185; see Addendum A, Per Diem/Unit-Based Temporary Nurse Scheduling Guidelines

¹⁰⁸ See paragraph 185.P

¹⁰⁹ See Paragraphs 163E.2

¹¹⁰ See Paragraphs 163E.2

¹¹¹ See Paragraph 355B

- 11) Employees requesting to be scheduled for their full appointment during a holiday week when they have the holiday off.
- 12) Part-time employees requesting to be scheduled over appointment during a holiday week when they have the holiday off.

367B. The Workload Review Committee will create scheduling guidelines for all holiday weeks. The guidelines shall not violate the collective bargaining agreement. These guidelines must be approved by a majority vote of unit employees who are eligible to vote and voting in the unit. These guidelines will be reviewed annually and a copy will be provided to the Associate Chief Nursing Officer and the UMPNC office by December 1 each year. The Workload Review Committee may determine if employees working Christmas will have the guarantee of having December 24 or December 26 off. If the manager schedules an employee on a shift other than their normal shift(s) on Christmas, the manager will have the right to schedule that employee to the same shift on December 24 and/or December 26 as scheduled on December 25th.¹¹²

Process to Give Extra Holiday Off

368. If more employees are available to work on the holiday than are needed, the process for making the adjustment will be as follows:

Extra Holiday Off During Schedule Development

- 1) Process to release employees during schedule development:
 - a) If an employee is offered and volunteers to take an extra holiday off during schedule development, the employee will be assigned to work their full appointment fraction during the holiday week, at the manager's discretion. The employee will receive full holiday pay and Paragraph 355B applies if the full appointment fraction is worked.¹¹³
 - b) If an employee is assigned to take an extra holiday off during schedule development, the employee may request to be scheduled their full appointment fraction during the holiday week. The employee will receive full holiday pay and Paragraph 355B applies if the full appointment fraction is worked.¹¹⁴
 - c) No employee will be allowed to take a second additional holiday off until all employees have had an opportunity for one additional holiday off.

Extra Holiday Off on Day of Holiday

- 2) Process to release employees on the holiday:
 - a) Volunteers from employees who are working the holiday as a holiday. (seniority, highest to lowest)
 - b) If there are no volunteers, then employees will be assigned in seniority order from lowest to highest in which case the employee will not be disadvantaged for the opportunity of an additional

¹¹² See Intent Note for Paragraph 367B

¹¹³ See paragraph 355B

¹¹⁴ See paragraph 355B

- voluntary holiday off by seniority at a later time.
- c) Such assigned time off on holidays will be equitably distributed among employees on an annual basis, and will be assigned independent of any other assigned time off.

369. If more employees request a holiday off than can be granted, employees will be assigned to work according to inverse seniority, (lowest to highest). Assignments to work in excess of one half (1/2) of the holidays will be made according to inverse seniority (lowest to highest) in rotating order.

Holiday Shift Preference Process

370. Employees required to work on a holiday will be granted their shift preference in accordance with the following sequence:
- 1) Employees assigned to a straight shift will be scheduled on their straight shift in seniority order, highest to lowest;
 - 2) Employees assigned to a rotating shift will be assigned to either of their shifts, in seniority order, highest to lowest;
 - 3) Employees not assigned in accordance with 370.1 or 370.2 above will be assigned to the remaining available shifts based on seniority, highest to lowest;
 - 4) Requests to work other than one's normal straight shift or rotating shift may be honored provided that they do not prevent another employee from being scheduled in accordance with 370.1, 370.2, or 370.3 above or require payment of overtime according to Article 15.
371. Nothing in this procedure precludes an employee from volunteering to work additional holidays during the annual holiday request period or during the four-week schedule request period which includes the holiday. However, an employee who requests to be scheduled on an additional holiday shall not negatively impact other employees who request that holiday as part of their holiday obligation.
- 371A. Once a holiday schedule is posted, an employee who wishes to work an additional holiday will assume the shift of the most senior employee who desires the holiday off.¹¹⁵
372. If safe and adequate nursing care as determined by the supervisor cannot be guaranteed with these guidelines, more senior employees may be moved from their preferred shift first, and then others assigned to work a holiday they had requested off in inverse seniority order (lowest to highest). Any employee thus affected will be given an explanation by the supervisor.
373. An employee hired or an employee who transfers into a unit after January 15 will be permitted to request holiday time off for the applicable period consistent with the staffing needs of the unit for the holiday. An attempt will be made to schedule such employees for holiday time off; however, no employee with a

¹¹⁵ Does not count as an additional holiday off.

valid request made during January shall be disadvantaged by the attempt to accommodate the request of such a transferring employee or new hire.

374. Once an employee is assigned to work a holiday, any request for changes in assignment shall be made to the supervisor. Such requests for changes in assignment will be granted at the discretion of the supervisor.
375. For the purpose of timely resolution of disputes arising from the scheduling of holidays, the Association Chair and the Director of Michigan Medicine's Human Resources Department (or their designates) will meet to resolve the matter. If the matter is not resolved at this meeting, it may be subject to Article 46 (Dispute Resolution Procedure and Mediation Procedure) and Article 47 (Arbitration Procedure) beginning with step two.

<http://www.med.umich.edu/NURSING/jit/forms.html>

See Forms & Tools – Holidays Section

ARTICLE 35 FUNERAL LEAVE PAY (BEREAVEMENT)

403. In the event of the death of an employee's spouse or other qualified adult living in the employee's household, or the son, daughter, parent (including step-parent), grandparent, brother, sister, grandchild (or the spouse of any of them), of either the employee, other qualified adult, the employee's spouse, or any other related person, living in the employee's household, an employee who attends the funeral or service shall be granted time off work with pay plus shift premium if applicable. The amount of time off work with pay shall be only that which is required to attend the funeral or service and make necessary funeral or service arrangements, and (prior or subsequent to the funeral or service) financial, custodial, or other necessary arrangements for surviving family members. In no event shall such time off work with pay exceed three (3) workdays as defined by the employee's work schedule and not to exceed thirty-six (36) hours. If additional time off is needed, the employee may request the use of accrued paid time off.
404. In the event that an employee is on paid time off, the provisions of this Article nevertheless shall apply.

ARTICLE 36 JURY AND WITNESS SERVICE

405. An employee who loses time from work during the employee's normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at the employee's rate of pay plus shift premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees the employee was

eligible to receive for each day. The employee will report to work when released from jury duty or witness service.

406. Compensation received as reimbursement for expenses incurred pursuant to jury or witness service shall not be used to reduce regular University compensation.
407. Whenever possible and without disrupting other employees' existing work schedules, an employee while on jury duty will be assigned to the day shift and a Monday through Friday schedule provided the schedule of work change does not require payment of an overtime premium. In this regard, employees should be assigned a schedule, which eliminates or minimizes employees from being scheduled to work on non-day shifts and/or not scheduled to work on days of jury duty. It is understood that this may mean a temporary reassignment from their normal shift rotation and/or the usual hours of work (e.g., twelve (12) hour shifts changed to eight (8) hour shifts).
408. Whenever an employee is directed by the University to testify in a case involving the University, such employee will receive pay for time lost from normal duties as if the employee were performing normal duties. If subpoenaed by the University, witness fees shall be offset against such pay. In addition, such an employee will receive expenses, if any, in accordance with University regulations.
409. None of the above provisions will apply to time lost from work by an employee who is a plaintiff or by an employee who testifies as an "expert witness", whether testifying pursuant to subpoena or not. Such an employee must make prior arrangements with the supervisor for either paid time off or an excused absence.

ARTICLE 37 ANNUAL MILITARY LEAVE

410. An employee, who is a member of the armed forces reserve or National Guard and who loses time from work during the employee's normal schedule of work to participate in annual military training or for service required as a result of a civil disorder or other temporary emergency, shall be granted an excused absence from work. The employee will be paid for the time lost at the employee's hourly rate, not to exceed fifteen (15) work days¹¹⁶ in any one calendar year. Armed forces reserve or National Guard base pay shall be offset against such pay. Except as otherwise provided in this Agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay the employee was eligible to receive. If an employee receives PTO pay during a period of training or service, the employee shall not be eligible for the pay provided by this Article for that period of time for which the employee received PTO pay.

¹¹⁶ The equivalent of three (3) weeks at appointment fraction.

ARTICLE 38
LEAVES OF ABSENCE

FAMILY MEDICAL LEAVE ACT (FMLA)

410A. The Family Medical Leave Act (FMLA) refers to a Federal law which provides for benefit continuation and the ability return to work in the same position for employees with twelve (12) or more months of service and 1250 worked hours who are absent for up to twelve (12) weeks due to a qualifying event.

The first day of an employee's absence to care for a service member with a serious injury or illness designates the 12-month period during which the employee is entitled to be absent from work for up to 26 weeks. The benefit begins at the first day of paid or unpaid absence related to a qualifying event. An absence for an FMLA qualifying event will be counted toward an employee's 12 or 26 weeks of eligibility under the FMLA from the beginning of the employee's FMLA eligible leave of absence. The absence does not need to be consecutive and the benefit is limited to twelve (12) weeks in a twelve (12) month period.

410B. Qualifying events are consistent with those events, which would qualify an employee for a personal medical, childcare, military service, qualifying exigency, care of a covered service member or family medical leave of absence, as described in this Article.

410C. In addition to FMLA coverage as outlined in Paragraph 410A, the University and the Association have agreed that health benefits will be extended for the first twelve (12) weeks of a childcare leave of absence immediately following the use of Extended Sick Time.

410D. The employee will be required to provide appropriate notice and documentation to support an FMLA qualifying absence. Written notice will be provided to an employee that an FMLA qualifying absence will be counted toward the employee's twelve weeks of eligibility. Employees will provide as much advance notice as possible of an extended time off work for purposes of staffing and scheduling.

410E. Medical reports and records made or obtained by the University and other medical information are confidential and shared only on a need-to-know basis. Such records are kept in a separate file and are not part of the employee personnel file.

SECTION A. PERSONAL MEDICAL

411. An employee with seniority who (1) is unable to work because of personal sickness, injury or pregnancy and (2) has exhausted PTO under Article 29 and Extended Sick pay if applicable, under Article 30 shall be granted a leave of absence without pay upon requesting in writing and furnishing evidence of

disability satisfactory to the University. Such request and evidence may be furnished by the Association or any other interested party.

412. The leave of absence shall be for the period of continuing disability, but not to exceed twelve (12) months, unless extended by the University. In no case, however, shall a leave and extension exceed two (2) years. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physician's opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability. Arbitrary failure to follow accepted medical practice in treating a sickness or injury shall be reason for discontinuing the leave of absence. The medical leave may be taken on an intermittent or a reduced effort schedule, but only when medically necessary. When an employee requests an intermittent or reduced effort schedule, the University may require the employee to temporarily transfer to an available alternative position, or alter an existing position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits for the first twelve (12) weeks of the paid or unpaid absence.

SECTION B. DISABILITY

413. Subject to, and consistent with, the University Disability Plan, as provided in this agreement under Article 39, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.
- 413A. Non-APRN employees on long-term disability benefits ("LTD") will continue to have access to certification funds in order to maintain certifications required by their unit/department for up to 6 (six) years from the LTD start date. Participation in these activities is voluntary, without additional pay, and does not alter the applicability of Section K of this Article – General Conditions.
- 413B. APRN's on LTD will continue to have access to their educational funds in order to maintain licensure, credentialing and privileging, and certifications following departmental guidelines for up to 6 (six) years from the LTD start date. Participation in these activities is voluntary, without additional pay, and does not alter the applicability of Section K of this Article – General Conditions.

SECTION C. PERSONAL

414. An employee with seniority may be granted a leave of absence without pay by the University for a period not to exceed six (6) months. The leave may be extended for additional periods, but in no case shall the leave and extensions exceed one year. An employee on personal leave of absence shall not be eligible for benefits under the Disability Plan.

SECTION D. MILITARY

415. An employee is called to perform active duty on a voluntary or involuntary basis in any branch of the Armed Services, regular or reserve, the Army National Guard, or the Air National Guard under competent authority and includes: active duty, active duty for training, initial active duty for training, inactive duty training and full-time National Guard duty. The employee shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed five (5) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in Section J and the time required for placement. An employee on military leave of absence shall not be eligible for benefits under the Disability Plan as provided under Article 39 in this agreement.

The University's obligation under Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) is to place employees upon their return from a military service leave of absence. See Section J of this article for placement.¹¹⁷

Qualifying Exigency

- 415A. An employee who meets the eligibility requirements of FMLA (i.e. a 50% appointment and 1250 hours worked during the previous 12 month period), and has a qualifying exigency that exists because the employee's spouse, child or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation, shall be granted a leave of absence without pay by utilizing available FMLA. This applies to members of the Reserves, National Guard and retired members of the Regular Armed Forces or Reserves. This does not apply to a member of the Regular Armed Forces. Qualifying exigencies include the following:
- 1) Short-notice deployment: Issues that arise from the fact that a covered military member is called to active duty with notice of seven calendar days or less prior to deployment. Absence can be for a period of seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty in support of a contingency operation.
 - 2) Military events and related activities: To attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status, or to attend family support or assistance programs and informational briefings related to the call to active duty or call to active status.
 - 3) Childcare and school activities: To arrange for alternative childcare for a child, to provide childcare on an emergency basis, to enroll a child in school or to attend school meetings for the active duty or call to active duty.

¹¹⁷ See Paragraph 424, 424A and Intent note for Paragraph 415

- 4) Financial and legal arrangements: To make financial or legal arrangements to address the military member's absence for military duty or to act as the military member's representative for purposes of obtaining military service benefits. Absences can be taken to obtain military service benefits while the military member is away on active duty or within ninety days of termination of active duty.
- 5) Counseling: To attend counseling provided by someone other than a health care provider for the employee, military member, or a child of the military member, provided the need for counseling arises from the active duty or call to active duty status.
- 6) Rest and recuperation: To spend time with a military member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. Absence is limited to five days for each military rest and recuperation visit.
- 7) Post-deployment activities: To attend arrival ceremonies, reintegration briefings and events, and any other ceremony or program sponsored by the military for a period of ninety days following the termination of the active duty status.
- 8) Additional activities: To address other events that arise out of the military member's active duty or call to active duty status provided the employer and employee agree that the absence will qualify as an exigency, and agree to both the timing and duration of the absence.

415B. Contingency Operation is a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force or results in the call or order to, or retention on active duty of members of the Armed Forces during a war or national emergency declared by the President or Congress.

Care of a Covered Service Member

415C. An employee meets the eligibility requirements of the FMLA, and is needed to care for a covered service member with a serious injury or illness incurred on active duty who is a spouse, parent, child, domestic partner or next of kin of the employee shall be granted a leave of absence without pay for twenty-six weeks or the exhaustion of the employee's available time under the FMLA in a 12 month period that begins with the employee's first absence to care for the covered service member. A covered service member is a member of the United States Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list of a serious injury or illness. A serious illness or injury is defined as an injury or illness incurred by a covered service member in the line of duty while on active duty in the United States Armed Forces that causes the service member to be medically unfit to perform the duties of the service member's office, grade, rank or rating. Next of kin of a covered service member is the nearest blood relative, other than the service member's spouse, parent or child in the following order of priority:

- 1) Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions
- 2) Siblings
- 3) Grandparents
- 4) Aunts and Uncles
- 5) First cousins

415D. The service member may specifically designate another blood relative as his or her nearest blood relative. In this circumstance, only the designated next of kin may care for the covered service member under the FMLA.

SECTION E. CHILDCARE

416. Following the birth, fostering, custody, adoption or preparation for any of the above of an employee's child, step child or legal ward under age eighteen, or eighteen years or older and incapable of self care, a non-probationary employee, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. In the case of the birth of a child, the childcare leave may begin the date upon which the employee's physician releases the employee to return to work. A leave of up to six (6) months may be taken anytime within the first twelve (12) months of the event. It must be taken in a single block of time and must be completed within one (1) year following the birth, adoption, fostering or preparation for any of the above. Thereafter, extensions may be granted by the University, but in no case shall a leave and extensions exceed one (1) year from the beginning of the childcare leave.

For those employees on extended sick time under Article 30 prior to a childcare leave, the University will extend its portion of health benefit contributions for the first twelve (12) weeks of the leave of absence each twelve (12 months).

SECTION F. FAMILY MEDICAL

416A. A non-probationary employee who is unable to work because he/she is needed to care for a seriously or chronically ill family member will be granted a leave of absence without pay for up to twelve (12) weeks per year. The family medical leave may be taken on an intermittent or a reduced effort schedule, but only when medically necessary for the family member. The University may require written medical certification of the need to care for the family member. When an employee requests an intermittent or reduced effort schedule the University may require the employee to temporarily transfer to an available alternative position or alter an existing position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits.

For the purpose of this provision, "family members" will include the following: the employee's spouse or Other Qualified Adult with whom the employee shares living accommodations and expenses; and, without regard to place of

residence, the child, sibling, parent, grandparent, or other related individual whose care is the responsibility of the employee, spouse or domestic partner.

SECTION G. ASSOCIATION BUSINESS

417. A non-probationary employee who is elected or appointed to a full-time, official Association elective office, upon written request of the Association, shall be granted a leave of absence without pay not to exceed two (2) years or the term of the office or length of the appointment, whichever is less. Written notice, requesting an Association leave, will be given to the University, by the Association, as far in advance as possible but in no event later than twenty (20) calendar days prior to the effective date of the Association leave. An employee on a leave for Association Business shall not be eligible for benefits under the Disability Plan.

SECTION H. LEAVE FOR GOVERNMENTAL SERVICE

418. An employee with at least one year of seniority may make a written request for a leave of absence if elected to a full-time public office. Such a leave will be limited to one term of office. An extension of the leave for a second term of office may be granted at the discretion of the Michigan Medicine's Human Resources Department.
419. An employee with at least one (1) year of seniority may make a written request for a leave of absence if appointed to a full-time non-civil service office or committee of a policy-making nature or one of significant responsibility such as, but not limited to, the head of or assistant to the head of an office, department or branch of the Federal, State or Local government. Such a leave will be limited to the term of the appointment but in no case to exceed two (2) calendar years. An extension of the leave for an additional period of up to one (1) year may be granted at the discretion of the Michigan Medicine's Human Resources Department.
420. An employee with at least one (1) year of seniority may, upon written request, be granted a full-time leave of up to one (1) year, for active participation in a governmental volunteer program provided satisfactory written evidence of acceptance in such a program is submitted. Extensions of up to one (1) additional year may be granted at the discretion of the Michigan Medicine's Human Resources Department.
An employee on a leave for governmental service shall not be eligible for benefits under the Disability Plan.

SECTION I. EDUCATIONAL LEAVE

421. An employee with at least one (1) year of seniority may request, in writing, a leave in order: a) to pursue a full-time educational program or b) to fulfill a requirement for completion of an educational program, which is related to the current position or to positions to which the employee may aspire within the

University. A leave of up to one year may be granted at the discretion of the University. One (1) year extensions may be granted but in no case may the total leave, with extensions, exceed four (4) calendar years or the employee's seniority, whichever is the lesser.

422. An employee on an educational leave of absence shall not be eligible for benefits under the Disability Plan.

SECTION J. RETURN TO ACTIVE EMPLOYMENT

423. Return to active employment prior to the expiration of any leave of absence, or any extension, shall be at the option of the University. The University, at its option and without cost to the employee, may require that a physician or physicians examine the employee before returning the employee to active employment. If returning from a personal medical, childcare or family medical leave within twelve (12) weeks, the designated physician may not be a University employee.
424. In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have a certificate of satisfactory service and apply for re-employment within ninety (90) calendar days after release from duty. Employees who are hospitalized and simultaneously released from the military must apply for re-employment within ninety (90) calendar days following release from the hospital.
- 424A. An employee eligible to return from a military leave of absence will be placed in the same position, shift, unit and schedule. In addition, time while on active duty will count in placement on the salary grid.¹¹⁸
425. In addition, and in order to be eligible to return to active employment, an employee returning from a personal medical or childcare leave of absence must provide, at least fourteen (14) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work, except that this shall not apply in the case of a childcare leave of absence granted for an adoption, fostering or custody
426. At the conclusion of a leave of absence an employee eligible to return will be placed in an available open position in the employee's former classification title, assuming the ability to perform the work available. Except as provided in Paragraph 426A, if the employee does not have the ability to perform work or if there are no available positions in the employee's former classification, the employee will be placed on reduction-in-force and placed in accordance with Article 26.¹¹⁹

¹¹⁹ See Intent Note Paragraph 426

- 426A. An employee returning from a paid or unpaid absence related to an FMLA qualifying event (including extended sick time, PTO, personal medical, childcare or family medical leave of absence) not exceeding twelve (12) weeks from the first day of paid or unpaid absence will be returned to the employee's former position.
- 426B. In regard to a Long-term Disability leave (Para. 413) and at the time the Human Resources Department is notified that an employee may no longer qualify for long-term disability (LTD), there will be a joint meeting of the Association and the University, which will also include Nurse Recruitment and Retention, and Human Resources, to discuss the conditions of return to active employment and options for work trial placement. The discussion will include an assessment of the employee's abilities, skills, competencies, and any additional needs or reasonable accommodations to ensure successful return to active employment with all parties. This individualized assessment and the return to work plan will be based on the individual's circumstances with input from unit/departmental leadership.
- 426C. A joint workgroup which will include HR, Nursing Administration, Nurse Recruitment and Retention, Benefits-LTD, and the Association will convene to develop a detailed return to work process from LTD for all members, as well as the creation of a database as provided in Paragraph 343E within 90 days of ratification of this agreement (10.10.2018).
427. If the leave was for a fixed period of time, and the return is timely, the employee's placement will be within seven (7) calendar days after the end of the date. If the return is not timely, the employee will be terminated unless extraordinary circumstances beyond the control of the employee prevented the employee from returning as scheduled, except that continuation of the reasons that the employee was granted a leave shall not be an extraordinary circumstance. If the employee was able to (1) seek a leave extension prior to the leave expiration or (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply.

SECTION K. GENERAL CONDITIONS

428. During a leave of absence, an employee will not accrue PTO nor be eligible for any payments for time off work provided by this Agreement, except as provided in Section D. of Article 39, (Benefit Plans).
429. An employee who is granted a leave of absence for a period of six (6) months or less shall, upon written request, have up to forty (40) hours of accrued PTO retained, provided the request is made to the supervisor prior to the beginning of the leave of absence.
- 429A. Accrued PTO time need not be paid off prior to commencement of a reduced effort schedule or intermittent personal medical or family medical leave of absence.

430. During a leave of absence in excess of six (6) months, an employee will not accrue work experience for purposes of determining the appropriate step on the Wage Schedule, Appendix A, except in cases when the University evaluates the education gained on an educational leave to be equivalent to work experience.
431. Subject to, and consistent with, the Group Health Insurance Plan, the University will continue its portion of health benefit contributions for employees with twelve (12) or more months of service during an absence related to an event qualifying for personal medical, childcare or family medical leaves not to exceed twelve (12) weeks each twelve (12) months, beginning with the first day of paid or unpaid absence related to the event. For those employees on extended sick time under Article 30 prior to a childcare leave, the University will extend its portion of health benefit contributions for the first twelve (12) weeks of the leave of absence each twelve (12) months). In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The group Health Insurance Plan may be continued during a personal medical childcare or family medical leave of absence beyond twelve (12) weeks, provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.
432. Subject to, and consistent with, the Group Life Insurance Plan, coverage may be continued during a leave of absence, provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University Disability Plan.
433. During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan, provided, however, that subject to, and consistent with, the Retirement Plan an employee on a leave of absence may continue active participation by making direct payment of any amount to the University in the manner prescribed by the University.
434. Unless otherwise specifically provided by this Agreement, leaves of absence will not be granted to an employee who is laid off nor will an extension of a leave be granted if the employee would have been laid off had the employee been working during the employee's leave.
435. Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.
436. Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions.
437. Request for leaves of absence under Section H. will be at the discretion of the University if an employee has not been actively employed at least one (1) calendar year since the end of a leave of absence granted under Section C:

SECTION L. SEASONAL LEAVE OF ABSENCE

438. Notwithstanding other provisions of this Article, an employee with seniority whose appointment is seventy-five percent (75%) or more may be granted a seasonal leave of absence without pay by the University for a period of not less than three (3) weeks or more than four (4) months. The use of this leave shall be limited to employees in units, which have an identified seasonal fluctuation of clients. Paid Time Off (PTO) accrual shall cease during the period of seasonal leave of absence and shall resume upon return to work. University contributions to health, dental and life insurance will continue during the seasonal leave of absence and employee contributions to these plans (if any) will be deducted from the last paycheck prior to the seasonal leave.¹²⁰

438A. A leave of absence, of up to two months annually, may be granted to an employee with an appointment of 0.75% or less and at least 30 years of University service who agrees to work full time the remainder of the year. PTO will not accrue during the leave. PTO accruals earned during the ten months of additional work time will be the equivalent of twelve months of PTO accrual. The period selected for the leave can only contain one holiday. University contributions to health, dental and life insurance plans will continue during the leave and applicable employee contributions will be deducted from the last payroll check prior to the beginning of the leave.

The manager's approval will be based on unit needs. Where the number of employees requesting such leaves exceeds the manager's ability to approve, the leaves will be granted on the basis of (seniority or equity).

439. An employee may work for another employer while on a seasonal leave. An employee returning from a seasonal leave will be assigned to their previously held position. If the position no longer exists, the provisions of Article 26, Reduction of the Working Force and Recall Procedures, will be applicable. If the position still exists but the employee can no longer perform the full range of duties of the position that existed prior to the leave, the University and the Association will meet and attempt to make arrangements for the employment of the employee.

**ARTICLE 39
BENEFIT PLANS**

440. Each plan shall be as provided by the University and may be amended, but not eliminated. In the event of changes in benefits, the Association will be notified prior to the effective date of the change. If the University increases its monthly contributions or improves benefits provided in this Article for University

¹²⁰ See Paragraph 185

employees not represented by a labor organization, it will increase its monthly contribution and provide the improved benefits for employees in the bargaining unit in the same manner and to the same extent.

SECTION A. GROUP HEALTH INSURANCE PLAN

441. During the term of this Agreement, managed care and fee-for-service health insurance plans that include medical and prescription drug benefits equivalent to existing coverage in effect at the execution date of this agreement will be provided and maintained subject to the provisions of this Article. The specific provisions of the health insurance plans are set forth in the appropriate certificate of coverage or plan document issued by each plan.¹²¹
442. The Group Health Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to non-bargained for employees with the following exceptions:
- 1) The University contribution toward health insurance will remain an average aggregate contribution ratio of 70% contributed by the University and 30% contributed by employees. The aggregate contribution of 30 percent is inclusive of the cost of health care premiums, co-pays (for prescription drugs, office visits, emergency and urgent care visits, etc.) and deductibles. The University contribution for health insurance will be based on the two lowest-cost comprehensive plans and do so by weighting the premiums based on enrollment. Thereby any cost increases in a plan with low enrollment will not cause a greater increase than necessary for those in other health plans. The base premiums will be calculated on actual cost experience: Employee-only coverage (1x), Employee plus adult dependent (2x), Employee plus child(ren) (1.76x), Employee plus adult and child(ren) (2.76x); that results in a prioritized University contribution. The highest percentage University contribution will be made for employees, a higher percentage University contribution for child dependents, followed by a high percentage University contribution for adult dependents.
 - 2) Employees working full-time (30 hours or more) and those employees working at least twenty (20) hours per week at the time of November 6, 2011 and who were hired as of September 1, 2004 will receive University contributions under the current salary bands and formula. The bands are based on quartiles, so the breakpoints from one band to the next will automatically adjust each year as salaries change.¹²²
 - 3) U-M contribution for eligible part-time employees working 20 to 29.9 hours will receive 80% of the contribution percentage applied to full-time employees (80% times 93% of the University contribution) and part-time employees will receive contributions equal to 80% of Band 1 contributions, except those employees working at least twenty (20) hours per week on November 6, 2011 and who were hired as of

¹²¹ See intent note for paragraph 441

¹²² See Intent Note for Paragraph 442.1

September 1, 2004 will be eligible for the same University contribution rates as full-time employees as determined by their full-time equivalent salary.

- 4) The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.
- 5) For the duration of this Agreement, the co-pay for office visits will be \$20.00, and the co-pay for emergency room visits will be \$75.00.
- 6) The University shall provide and maintain the following schedule for prescription drug co-pays:

Generic	Brand	Non-Preferred
<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$7.00	\$15.00	\$30.00

- 7) Prior to the execution date of this Agreement, the Association has had the opportunity to have explained the hospital and medical coverage available from the various organizations during the term of this Agreement and from which an employee can select coverage. In the event of any changes in the coverage from any of the organizations, the Association will be notified prior to the effective date of the changes.

442A. Employees who do not elect to waive or enroll in a health insurance plan within thirty (30) days of the eligibility date will be automatically enrolled in the Comprehensive Major Medical Plan.

442B. No matter concerning the Group Health Insurance Plan shall be subject to the Dispute Resolution and Arbitration Procedures of the Agreement, except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with the terms of the Plan.

443. If, during the term of this Agreement, a Federal or State law is enacted which requires the payment of taxes or premiums to either the Federal or State government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits.

SECTION B. GROUP LIFE INSURANCE

444. During the Term of this Agreement, the University Life Insurance Plan and the Optional Life Insurance Plan shall be as provided by the University in the same manner and to the same extent as provided to non-bargained for employees. The University Life Insurance Plan will provide \$30,000 in coverage at no cost to the employee. Employees who were eligible but not enrolled in the prior life insurance plan on 12/31/01 must provide evidence of good health. The amount of life insurance coverage elected by an employee under the Optional Life Insurance Plan may range from a minimum of \$5,000 to an amount

equal to eight times the employee's annual salary, up to a maximum of \$1,500,000. Salary as indicated is based upon an employee's job rate for a normal workweek, excluding overtime and other premiums.

- 444A. The cost of the Optional Group Life Insurance Plan is determined by the amount of coverage selected, current age, smoking status and current salary. The amount of coverage chosen and its cost will increase when salary is increased. The cost will also increase when moving into the next higher age bracket. The employee will pay the full cost in the same manner and to the same extent as provided to the non-bargained for employees.
- 444C. The Dependent Life Insurance plan shall be as provided by the University in the same manner and to the same extent as provided to the non-bargained for employees.

SECTION C. TRAVEL ACCIDENT INSURANCE

445. During the term of this Agreement, the Travel Accident Insurance Plan shall be without cost to the employee and no less than the following will be provided and maintained.
446. The amount of the principal sum of insurance for employees shall be the greater of one hundred thousand dollars (\$100,000) or ten (10) times annual salary based on an employee's job rate for a normal workweek excluding overtime and other premiums, not to exceed a maximum of \$500,000, except as the amount may be reduced proportionately by a catastrophic accident.
447. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye), not to exceed a maximum of \$500,000.
448. One half (1/2) the principal sum for loss of any one member.
449. Disability benefits.

SECTION D. LONG TERM DISABILITY PLAN

450. The Long Term Disability Plan shall be as provided by the University. It may be amended, but not eliminated, by the University.
451. The University will pay the entire cost for coverage, except during the first two (2) years of service when the employee must pay the entire cost for coverage on all annual base income, and except on annual base income over \$61,800 (indexed each year to the median University salary as determined by the Benefits Office) after two (2) years of service. Coverage on annual base income over \$61,800 (indexed annually to the median university salary as determined by the Benefits Office) after two (2) years of service is elective and the employee must pay the cost as provided in the Disability Plan Policy.
452. Disability is defined as the _____ complete inability, by reason of any

medically determined physical or mental impairment, as determined by the University, to engage in any occupation or employment, for which the employee is reasonably fitted by education, training or experience. The impairment must have lasted or be expected to last for a continuous period of not less than twelve (12) consecutive months from the employee's last day of work, or be expected to result in death.

453. An eligible employee, normally scheduled to work twenty (20) or more hours per calendar week, shall receive a disability income which shall be sixty-five percent (65%) of the employee's covered monthly base income, not to exceed twenty-three thousand dollars (\$23,000) a month after offsetting for income from other sources. (Monthly base income is calculated as follows: hourly rate times 2080 divided by 12 or prorated for appointments less than 2080 hours).
454. In the event that cash benefits are received from Social Security, Worker's Compensation, Veteran's Benefits, University Travel Accident Plan, or any other University, Government, or Public Program, the disability income set forth above shall be reduced so that the combination of disability income and cash benefits from other sources shall not exceed sixty-five percent (65%) of the employee's covered pre-disability monthly base income.
455. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions, both University's and employee's shall be made by the University, if and when applicable as provided in the Disability Plan Policy:
456. The University, whenever possible, will aid the employee receiving Long Term Disability Plan benefits in obtaining employment of a rehabilitative nature either with the University or with other organizations. In the event of such employment, disability income will only be reduced by an amount equal to the one-half (1/2) earnings received from this employment.
457. Benefits are continued to the earliest of recovery, death or retirement which in most cases is at age sixty-five (65) unless the LTD benefit begin date occurs at or after age 62 which are provided in the plan schedule of benefits at or after age 62.

SECTION E. RETIREMENT PLAN ¹²³

458. The retirement program shall be as provided by the Employer consistent with the terms of the Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAA-CREF) or Fidelity Investments retirement plan, shall not be changed during the term of this Agreement. ¹²⁴
459. For employees hired and eligible to participate in the Basic Retirement Plan prior to January 1, 2010:

¹²³ See Memorandum of Understanding: Retirement Plan (Paragraph 727)

¹²⁴ See Article 22 Reinstatement, Credit for Prior Service and Bridging Eligible Service Periods

- 1) The Employer will contribute an amount equal to ten (10) percent of an Employee's earnings each month that the Employee contributes five (5) percent of earnings.
- 2) At the option of the employee, age thirty-five (35) or older, with two years of service and working at a 100% appointment effort, the University will contribute an amount equal to five (5) percent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, the University will contribute an amount equal to ten (10) percent of an employee's excess earnings each month and the employee will contribute an amount equal to five (5) percent of the employee's excess earnings each month.

459A. For employees hired and eligible or newly eligible to participate in the Basic Retirement Plan on or after January 1, 2010:

- 1) Prior to the Employee completing 12 consecutive months of service, the Employee may contribute an amount equal to five (5) percent of earnings each month, and the Employer will not contribute. After completing 12 consecutive months of service, the Employer will contribute an amount equal to ten (10) percent of an Employee's earnings each month that the Employee contributes five (5) percent of earnings.
- 2) At the option of the employee, age thirty-five (35) or older, with two years of service and working at a 100% appointment effort, the University will contribute an amount equal to five (5) percent of an employee's social security base earnings each month and the employee will not contribute. When earnings are in excess of the social security base, the University will contribute an amount equal to ten (10) percent of an employee's excess earnings each month and the employee will contribute an amount equal to five (5) percent of the employee's excess earnings each month.

460A. To retire with benefits requires a benefit eligible appointment, which is a regular appointment of 50% or greater, lasting four continuous months or longer.¹²⁵

SECTION F. DENTAL INSURANCE PLAN

461. Newly hired or newly eligible employees may waive or enroll in the Dental Plan as provided by the University in the same manner and to the same extent as provided to the non-bargained-for employees. Currently enrollment must occur with 30 calendar days of the eligibility date. Employees have a choice of three (3) dental plan options. During the term of this Agreement, no less than the University of Michigan Dental Plan, Option 1 (one) schedule of benefits in effect at the execution of this Agreement will be provided and maintained. In

¹²⁵ See Article 22 Reinstatement, Credit for Prior Service and Bridging eligible Service Periods

the event of any changes in the benefits, the Association will be notified prior to the effective date of changes.

- 461A. The University contribution toward dental plan coverage will be provided in the same manner and to the same extent as provided to the non-bargained for employees. The University will automatically enroll employees in the University of Michigan Dental Plan, Option 1 (one) who have not enrolled within 30 calendar days of the eligibility date as provided to the non-bargained for employees.
- 461B. No matter concerning the Dental Plan shall be subject to the Dispute Resolution and Arbitration Procedures of this Agreement except for questions concerning compliance with the specific provisions of this Article, and whether or not the employee has coverage in accordance with the terms of the Plan.

SECTION G.

- 461C. If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for dental benefits for employees, the University may make such adjustments in the schedule of benefits provided by this Article to avoid duplication of benefits.
462. Long Term Disability (LTD), legal and vision plans shall be as provided in the same manner and to the same extent as is provided to University employees not represented by a labor organization. No matter concerning the above benefits will be subject to the Dispute Resolution and Arbitration Procedures of this Agreement; except for questions concerning compliance with the specific provisions of this Article and whether or not the employees have coverage in accordance with the terms of the University Benefits Plan.

SECTION H. MATERNITY (CHILDBIRTH) AND PARENTAL LEAVE¹²⁶

463. The University shall provide paid time off for birth parents and other parents in the same manner and to the same extent as provided to non-bargained for employees unless otherwise noted below. The paid time off for birth parents and other parents supports both the physical recovery associated with birth and also provides bonding time with children new to the family. For that purpose, paid maternity (childbirth) leave and paid parental leave will be provided.

Paid Maternity (Childbirth) and Parental Leaves

- 463A. Maternity (Childbirth) Leave – Birth parents are eligible for up to six weeks (240 hours with a full-time appointment and pro-rated for appointment) of paid time off for physical recovery immediately following birth.

¹²⁶ See Intent Note for Paragraphs 463-463G: 2018 look-back period for Maternity (Childbirth) and Parental Leave

- a) Eligibility: Effective upon hire for regular employees.
- b) Scheduling: This time must be taken as a single block of time.
- c) Availability: Immediately following childbirth.

463B. Parental Leave – All parents, including birth parents who take maternity (childbirth) leave, are eligible for up to six weeks (240 hours with a full-time appointment and pro-rated to appointment) of paid time off to bond with a newborn, newly adopted or newly fostered child, or child for whom legal guardianship has been appointed.

- 1) Eligibility for parental leave is effective six months from hire with at least a 50% appointment.
- 2) Scheduling: Parental leave is intended to be taken as a single, continuous block of time. Units must allow a single block of time if requested, and scheduling the time is at the discretion of the department. Parental leave not taken in a single block may be requested but requires departmental approval. Units may establish scheduling guidelines for intermittent use of this time so as not to interfere with the operations of the unit. If Parental leave is used intermittently, times must be scheduled for no less than the full length of a shift.
- 3) Availability: Parental leave is available for use within one year of the event.

463C. Definitions:

- 1) Parent: Staff member who is legally responsible for the child; including birth parent, father, non-birth parent including Other Qualified Adult, adoptive and foster parent, and legal guardian.
- 2) Birth parent: Any person who gives birth.
- 3) Event: The arrival or placement of a newly born, adopted or fostered child, or child for whom legal guardianship has been appointed.
- 4) Legal Guardianship: Court appointed responsibility for the care and custody of a minor child.

463D. Paid Maternity (childbirth) and Parental Leave Overview

	Maternity (childbirth) Leave	Parental Leave
Who will use the leave?	Birth parent	All parents (including birth parent) and legal guardians of children
What is the purpose?	Physical recovery from childbirth	Bonding with a new child
How long is the leave?	Up to 6 weeks (240 hours with a full-time appointment)	Up to 6 weeks (240 hours with a full-time appointment)

When is the leave available to use?	Immediately following childbirth	Within 12 months of the birth or placement for adoption, foster care or legal guardianship (with scheduling in advance.)
How often may the leave be used?	With each birth event	With each birth or adoption event; once every 12 months for foster care and legal guardianship events
When does eligibility begin?	Upon hire	Upon completing 6 months of service*
Who is eligible to take the leave?	See paragraph 463A	See paragraph 463B
*Birth or placement with parents must take place after the employee completes six months of service to be eligible for parental leave.		

463E. Other Paid Leave Options

- 1) Paid maternity (childbirth) leave specifically covers paid time off for the physical recovery from childbirth. For absences related to pregnancy or prenatal care:
 - a) Eligible employees may use extended sick time and/or Paid Time Off (PTO), depending on the circumstances. (Please note that employees must use two (2) weeks of Paid Time Off (PTO) before beginning extended sick time.) Employees who are not eligible for extended sick time may use PTO.
- 2) The six-week paid maternity (childbirth) leave is a separate, standalone leave. It is intended to supplement a birth parent's other applicable paid leave options (e.g., extended sick and PTO) in the event physical recovery exceeds six (6) weeks. For example, a birth parent who requires the typical eight-week physical recovery period for a cesarean birth would use six weeks of maternity (childbirth) leave and may take two more weeks from available extended sick and/or PTO, or may tap into parental leave if eligible. A birth parent is not required to use parental leave for physical recovery. In the event a birth parent's physical recovery time exceeds both the six-week paid maternity (childbirth) leave and other available paid leaves, the birth parent may choose to use the parental leave to provide additional paid time for both physical recovery and bonding time.
- 3) Parental leave is intended for bonding. If parents wish to extend the amount of paid time off to spend with children new to the family, they may utilize available PTO. In addition, unpaid child care leave is available for up to one calendar year

from the child's date of birth, adoption, foster care placement, or appointment of legal guardianship.

- 4) For those not eligible for paid parental leave, the use of PTO is available for bonding with a new child to the new home in the year following the child's birth or arrival due to adoption, foster care placement, or legal guardianship.

463F. Procedures for Requesting Leaves

- 1) Employees should begin discussions with their departments to plan for maternity (childbirth) and parental leaves as soon as possible. Maternity (childbirth) leave must be used as a single block of up to six weeks (240 hours and pro-rated to appointment) of paid time off immediately following childbirth.
- 2) Supervisors must make every effort to approve a faculty or staff member's request to take parental leave as a single block of up to six weeks (240 hours) of paid time off. Units may establish additional guidelines about scheduling parental leave.

463G. Limitations and Exclusions

- 1) Part-time employees: Proportional amounts of paid maternity (childbirth) and parental leaves are available to part-time employees who are scheduled to work 50% (20 hours a week) or more.
- 2) Eligibility: Eligibility for parental leave requires six months of service, which is defined as service from the latest date of hire. Times of absence and layoffs are not considered breaks in service for this purpose.
- 3) While on Unpaid Leaves:
 - a) Due to prenatal absence for pregnancy complications: If a pregnant employee is absent due to pregnancy complications, and in an unpaid status due to ineligibility for extended sick time and lack of other paid time, employee will have access to paid maternity (childbirth) leave (240 hours for a full time appointment and pro-rated to appointment) once the employee gives birth.
 - b) If an employee is on an unpaid leave, unrelated to pregnancy, such as a seasonal leave of absence or a RIF, and the event occurs during the leave: the employee is not eligible for maternity (childbirth) leave and parental leaves. However, if the employee returns to work, the following applies:
 - i. The birth parent has access to maternity (childbirth) and parental leaves if the employee returns to work within 12 weeks of event. The time available will be adjusted to account for the event date and the return to work (e.g., if the

- birth was four weeks prior to the scheduled return to work, the employee will have two weeks of paid maternity (childbirth) and six weeks of paid parental leave available).
- ii. Parental leave is available if employee returns to work within 6 weeks of event. The time available will be adjusted to account for the event date and the return to work (e.g., if the event was four weeks prior to the scheduled return to work, the employee will have two weeks of paid parental leave available).
- 4) Foster parents and legal guardians are eligible to take parental leave once within a twelve-month period.
 - 5) A qualifying adoption or foster care placement is one in which the child is under the age of eighteen, or eighteen years of age or older and incapable of self-care due to a physical or mental disability.
 - 6) An employee returning from a maternity (childbirth) leave may be required to provide a physician's statement releasing the employee to return to work, and noting restrictions, if any.
 - 7) An employee's absence may be partially or completely covered by the FMLA during these paid leaves.
 - 8) Return to Work:
 - a) Upon completion of paid maternity (childbirth) and parental leaves, employees will return to their same position.
 - b) Failure to report for assignment at the conclusion of these leaves without requesting and receiving an unpaid medical or unpaid childcare leave may be considered a resignation.
 - 9) Holidays: Employees who are on maternity (childbirth) leave or parental leave on a day observed by the University as a holiday will be considered observing that holiday. They will not be charged maternity (childbirth) leave or parental leave on that day.
 - 10) Termination and Layoffs: Eligibility for paid parental leave ceases on the effective date of a termination or layoff (i.e., the last day of work). Employees recalled to active employment from layoff status will again be eligible for the benefits provided by this plan.
 - 11) Retirement: Employees may elect to terminate regular employment while on paid maternity (childbirth) and/or parental leave and receive instead any retirement benefits for which they are eligible.
 - 12) Compensation: Employees will receive their regular compensation and benefits while taking maternity (childbirth) and parental leaves. The rate of pay will be their regular rate at the time of absence, plus shift premium, if applicable, multiplied by the number of hours of paid maternity (childbirth) and parental time scheduled and used. If step increases or other contractual wage increases occur during the leave, those shall also apply.
 - 13) Absence from Work: If an employee is absent from work during the period of physical recovery after

having exhausted the allotted paid maternity (childbirth) leave, but has not met the eligibility requirements for extended sick time pay or paid parental leave, employee will, by default, be paid out of PTO, if any is available. At the employee's request, excused absence without pay may be considered during that period.

- 14) Employees cannot receive pay in lieu of time off.
- 15) Pyramiding – Maternity (childbirth) and parental leave will not be “pyramided” (i.e., paid twice for the same type of leave for the same eligible event). Note: multiple births (e.g., twins, triplets, etc.), and multiple children adopted, fostered or assigned guardianship are considered one event. An employee may not have more than one period of paid maternity (childbirth) and/or paid parental leave for the same child (e.g., previously fostered or assigned guardianship).
- 16) There is no payout of unused paid maternity (childbirth) or paid parental leave.

ARTICLE 40 COMMITTEES

SECTION A. NURSING PRACTICE COMMITTEES

464. Each unit will post the membership list, dates and meeting times of any meetings in the appropriate areas. All employees are encouraged to present their views to a member of these committees prior to meetings.
465. A copy of the minutes of these committee meetings shall be sent to the Association Chair.
466. Any forum used to discuss nursing practice will also include RNs in the Professional Development Framework classification.

SECTION B. OTHER COMMITTEES

467. In the event that the University, through the Michigan Medicine's Human Resources Department, and the Association mutually agree to establish a joint committee not provided for in this Agreement, and provided mutually satisfactory arrangements can be made, the Association may designate any employee(s) for the committee. Such employees shall be the Association's representative(s) and will suffer no loss of time or pay when attending scheduled meetings of the committee.

SECTION C.

468. See ARTICLE 14, Workload Review

SECTION D.

- 468A. Meetings of all committees under this Article shall be exclusive of the Dispute Resolution Procedure and no dispute shall be considered at the meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings. The role of staff nurses on committees shall be to provide professional judgment to matters within their expertise. Discussions will include those topics related to the charge of the committee except for mandatory subjects of bargaining, which shall be reserved for the bargaining process.

ARTICLE 41 **EMERGENCY CLOSURE AND EMERGENCY OPERATIONS** **REDUCTION**¹²⁷

469. In the event of an Emergency Reduction in Operations, University Healthcare System will endeavor to maintain all of its services. To that end, employees will make every effort to get to work. In the event that an employee is unable to get to work, the employee will contact his/her immediate supervisor as soon as possible regarding his/her inability to get to work

SECTION A. SEVERE WEATHER

- 469A. In the event of inclement weather conditions, MVN/MVC will endeavor to maintain as many services as possible, especially those services that are basic to patient health care. To that end, employees will make every effort to get to work.
- 469B. In the event of inclement weather an MVN/MVC employee may determine that the weather in his/her location is too severe for travel and may elect to take time off utilizing PTO or approved time without pay. In such instances, the employee shall also notify the supervisor to discuss the services that can be provided and the appropriate amount of PTO that may be taken.
470. Employees who are at work shall be prepared to remain at work, if necessary, until the conditions have subsided and/or other employees replace them. However, no employee will be required to work longer than 16 hours at a time. For those working longer than 12 hours, food assistance will be provided.
471. If severe weather conditions have been declared by any governmental authority in the county where the employee works or lives but an Emergency Reduction in Operations has not been instituted by the University:
- 1) employees who report, but are late for duty will not be considered tardy; and,
 - 2) employees who are unable to report for duty may use no pay or scheduled PTO. Absence during a period of severe weather or an Emergency Reduction in Operations will not be considered during any

¹²⁷ See Standard Practice Guide 201.27

problem-solving meeting related to attendance if the conditions of Paragraph 469 have been met.

SECTION B. EMERGENCY REDUCTION IN OPERATIONS

472. If, an Emergency Reduction in Operations is necessary due to severe weather, natural disaster, major utility failure, health or environmental crisis or unforeseen circumstances, the University and the Association will meet to discuss methods to minimize any negative impact on patient care and the affected employees. The discussions may include, but are not limited to: compensation, scheduling, reduction in force, assignments, alternative service and cessation of non-essential services.

SECTION C. EMERGENCY CLOSURE

473. The term “Emergency Closure” shall mean when natural disaster, major utility failure, health or environmental crisis, or unforeseen circumstances results in an Emergency Reduction in Operations and employees work less than the length of their shift.

Subsequent to the declaration of an Emergency Closure by the University, employees who came to work shall, in addition to their regular pay, have added to their Paid time off (PTO) accrual an amount equal to the hours actually worked. Time lost from work during such an Emergency Closure shall be without loss of regular pay provided the employee meets the conditions as set forth in Paragraph 469 above. When an Emergency Closure event occurs, the decision to declare the event will occur within 30 days.¹²⁸

ARTICLE 42 TUITION SUPPORT PROGRAM

SECTION A. ELIGIBILITY

474. An employee will be eligible to receive tuition support as provided in this Article if the employee: (1) is currently employed at the University in at least a twenty (20) hour position (0.5 FTE); (2) has at least six (6) consecutive months service at the time of enrollment in an educational course approved by the University at, or through, an educational or training institution approved by the University; (3) intends to and does remain on the active employment roll during the entire term of the class; (4) successfully completes the course; and, (5) provides the required documentation in a timely fashion. Approvals must be authorized prior to enrollment. ("Successful completion" means a final transcript grade of "C" or better for credit courses, "B" or better on a graduate level) and a certificate of satisfactory completion for a noncredit course.) The course cannot be used to further the employee's educational degree attainment

¹²⁸ See Standard Practice Guide 201.27

beyond the Master's degree level. (Courses in professional programs in Law, Medicine, and Dentistry are specifically excluded from this program.)

475. An "educational course", within the meaning of this Article, is one which either (1) is job-related, (2) prepares the employee to enroll in one that is job-related or (3) to prepare for or renew certifications, including exams. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.
476. An education or training institution will be approved by the University if the institution is recognized by the Veteran's Administration or in the most current edition of Accredited Institutions of Post-secondary Education as an approved institution.

SECTION B. AMOUNT OF SUPPORT

477. The amount of tuition support is calculated based on tuition and registration fees only. Other fees and expenses are not covered under this program. Tuition support is calculated using the in-state tuition rate (where applicable), regardless of the residency status of the employee, and is based on the tuition rate in effect at the time of the request. For part-time employees, tuition support is calculated on a pro-rated basis according to the appointment fraction on the date the request for tuition support is approved.
- 477A. University of Michigan courses: Full-time employees are eligible for 75% of the cost of in-state tuition plus registration fees for up to four (4) credit hours per term. Part-time employees with a fifty percent or greater appointment are eligible for tuition support proportional to their appointment fraction. For example, an employee with an 80% appointment would be eligible for a tuition advance of 80% of 75%, or 60% of the sum of in-state tuition plus registration fees.
- 477B. Non-University of Michigan Courses: Full-time employees are eligible for the lesser of 75% of the cost of in-state tuition plus registration fees or \$6,308.00¹²⁹ annually. Part-time employees with a 50% or greater appointment are eligible for tuition support proportional to their appointment fraction. For example, an employee with an 80% appointment would be eligible for tuition support of the lesser of \$2,400.00 annually (80% of 75% = 60% x \$4,000.00 = \$2,400.00) or 60% (80% of 75% = 60%) of the sum of in-state tuition plus registration fees. The maximum support amount will be adjusted each year equal to the average percentage increase in resident undergraduate education at the University of Michigan Ann Arbor campus for that academic year.
- 477C. BSN to NP Degree Programs: In the event a qualifying employee, as defined in paragraph 474 pursues a BSN to DNP degree, the University will support

¹²⁹ Valid between August 1, 2018 and July 31, 2019; see SPG on Tuition Support for further adjustments of annual cap

tuition for all courses designated as Master's level courses as provided in paragraph 477, 477A, and 477B.

In the event the program does not differentiate the master's level courses in the BSN to DNP program, the University will support up to a maximum of forty (40) credit hours as provided in paragraph 477, 477A, and 477B. Because this support is intended to coincide with courses that would align with a master's degree, the support is to be applied to the first forty (40) credit hours in the program.

478. If the University increases the amount of the tuition refund for employees not represented by a labor organization, it will increase the amount for employees in the bargaining unit in the same manner and to the same extent.

SECTION C. WORK SCHEDULE ACCOMMODATION

479. For full-time employees, educational courses under this program may be taken during working hours for a total of not more than three (3) hours of time off from work with pay, per week, provided all job requirements are met. A staff member who meets all other requirements, but is excluded from monetary participation because of benefits such as those resulting from scholarships or military service may be granted time off from work using the same criteria as for participants receiving refunds. In no case will time off from work to attend classes be considered as working time in the computation of overtime.

- 479A. Part-time employees who qualify for tuition support on a pro-rated basis are not eligible to take the course during working hours and be paid for the time to attend class. It shall be at the discretion of the employee's supervisor if special scheduling can be devised to allow the part-time employee to attend the class(es).

SECTION D. PROCESS FOR PAYMENT

480. In order to receive tuition reimbursement, the employee must provide the manager with:
- 1) An official grade report showing successful completion of the course as defined in Paragraph 474, and
 - 2) A paid bill or receipt indicating the amount of tuition and fees the employee has paid. Tuition reimbursement will be included in the employee's regular paycheck.
481. At the discretion of the employee, tuition may be received in advance of taking the course. The tuition advance will be included in the employee's regular paycheck.
- 1) No later than (60) days after the end of the term, an employee who has received a tuition advance must provide the supervisor with:
 - a) an official grade report showing successful completion of the course as defined in Paragraph 474, and

- b) a paid bill or receipt indicating the amount of tuition and fees the employee has paid.
- 2) In accepting a tuition advance, the employee agrees that if he/she does not:
 - a) successfully complete the class as defined in Paragraph 474, and
 - b) provide the manager with an official grade report and a paid bill or receipt for tuition within sixty (60) days after the end of the term, the full amount of the advance will be deducted from the employee's paycheck in equal installments over a six-month period, as authorized by the employee's signature on the Request.
- 3) If an employee leaves the University, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this Article, or if an employee does not register for, or stops attending, a course for which he/she has received an advance, the employee is responsible for immediate repayment of the full amount of the tuition advance.

482. Tuition advance/reimbursement will be paid within six months of receipt of documented registration and tuition fees.

ARTICLE 44

WORKPLACE SAFETY: SEXUAL HARASSMENT, ENVIRONMENTAL CONDITIONS, VIOLENCE

SECTION A. SEXUAL HARASSMENT

483. The University and the Association will work together proactively to address and prevent sexual harassment in the workplace as provided for in this Article.

For a definition of sexual harassment, see the University of Michigan Standard Practice Guide, Policy Number 201.89-0 (available online at: <http://spg.umich.edu/policy/201.89-0>).

483A. Employee Rights: An employee who reports an incident and does not feel safe remaining in his or her work area, may leave after notifying the manager. The employee will suffer no loss of pay for the remainder of the shift and will thereafter be allowed up to two (2) consecutive shifts of leave from the area without loss of pay. These leave hours will not be deducted from the employee's PTO. After this leave time is exhausted, the employee may use hours from their PTO bank for any additional paid time away from the area.

A complainant will not be requested to transfer based solely on the basis of making a complaint.

If a complainant expresses inability to continue working in the area with the alleged harasser, a meeting will be held between the Association and the University to discuss options. During the meeting held with the Association and

the University, options, up to and including, alternative placements or assignments may be generated.

An individual nurse's choice of personal identifying pronoun will be honored by the parties.

483B. Committee: In accordance with the above mission, within ninety (90) days of ratification (10.10.2018) of this Agreement, the University and the Association will create a joint steering committee dedicated to working in furtherance of creating education and resources as provided for in this Article in partnership with University stakeholders.

- (1) Education: The committee will be responsible for developing and overseeing implementation of the following educational initiatives that may include, but is not limited to:
 - (a) Mandatory education to be presented to all bargaining unit members on an annual basis and to new employees at Central Nursing Orientation. The education will be evidence-based and should evolve as the topic evolves. There will be a recommendation that such education is presented at New Employee Orientation.
 - (b) Mandatory nursing grand rounds, on various shifts, within twelve (12) months of ratification (10.10.2018), with a Computer-Based Training (CBT) module and optional small group discussion session offered on paid time to follow on an annual basis.
 - (c) Development and initiation of a plan within ninety (90) days of initial convening of the committee utilizing mandatory unit-based small group discussions/trainings to be jointly conducted by the University and the Association. These small group discussions/trainings should focus on the identification of sexual harassment, bystander intervention, and employee rights and processes.
 - (d) Development of a process for the manager or supervisor to review the sexual harassment policy and document in the employee's blue folder upon transfer to a new unit.
 - (e) Development of education pertaining to employee rights under Paragraph 44 as they relate specifically to gender identity, gender expression and transgender status.

It is the expectation that the managers and supervisors of bargaining unit members and the Association's elected officers, area representatives, and district representatives will participate in sexual harassment education and training, with focus on the specific roles of frontline leaders in supporting employees and preventing harassment.

- (2) Resources: The committee will be responsible for developing and overseeing implementation of the following resources that may include, but is not limited to:

- (a) Development of materials to inform nurses of existing sexual complaint procedures and processes, what to expect during such procedures and processes, available resources, and employee rights, including any rights established in this Agreement.
- (b) Maintenance of an accessible and fully resourced reporting system with a link placed on the clinical home page. The committee will develop a process for informing the union of cases being initiated through this system.
- (c) The committee will create the “Persons of Confidence” program, intended to consist of representatives of the University and Association who are to be trained to support employees who have brought forward sexual harassment complaints.
 - i. These Persons of Confidence are not intended to replace existing reporting systems or resources, but to provide additional support for employees who report sexual harassment complaints.
 - ii. The committee will partner with experts to develop criteria for selection and annual education for individuals who fill this role.
 - iii. The committee will determine the means for informing employees of this support system and posting relevant contact information
- (d) The committee will address a reporting mechanism for dealing with retaliatory behavior.

483C. JIT Review: The Joint Implementation Team (JIT) will obtain and review a high level report from the Office of Institutional Equity (OIE), and any other avenues where reporting is possible on a quarterly basis. The summary will include reported incidents involving bargaining unit members, and outcomes of such reported incidents, if known.

SECTION B.

484. The University shall continue to provide for the safety of employees during the hours of their employment. In this regard, the University, through the appropriate Michigan Medicine’s Human Resources Department, will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Association.

484A. The Association will appoint a member to the institution-wide Environment of Care Committee.

485. The joint University and UMPNC Nursing Health and Safety Council will meet monthly to review workplace safety issues including but not limited to ergonomics, hazardous materials and environmental exposures, work place injuries, and work place violence/abuse. At least one (1) calendar week prior to the meeting, the University and/or the Association shall submit an agenda of matters to be discussed including, but not limited to reported work related injuries. If either co-lead of the Council determines that an investigation should be made concerning a particular practice or rule that affects the safety of employees, one (1) regular Association member and one (1) regular University member shall be designated to promptly investigate and thereafter

report their findings to the Council which may make an appropriate recommendation to the Chief Nurse Executive. The Chief Nurse Executive or designee shall respond with an action plan or an explanation of why an action plan is not warranted within seven (7) calendar days after receipt of any recommendation. Nothing in this section shall preclude or limit the University from conducting its own investigations and taking whatever action it deems necessary at any time.

485A. The Nursing Health and Safety Council membership will be determined jointly by JIT and will be co-led by a member of nursing administration appointed by the Chief Nurse Executive and a UMPNC leader appointed by the UMPNC Chair. Council members need not be members of JIT. The Council may request participation by additional departments including but not limited to Risk Management, Occupational Health Services, Environment of Care Committee, Quality Assurance, and Security. Representatives of the Association, not to exceed four (4), who have been designated as regular members of the Nursing health and Safety Council and the Association representative to the Environment of Care Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting or participating in an investigation for the Council or Committee. The University and the Association shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members.

485B. A Visiting Nurse will be selected by JIT to join the Nursing Health and Safety Council.

485C. The Nursing Health and Safety Council will implement a system within sixty (60) days of ratification (10.10.2018) for the reporting of symptoms that employees and patients experience when environmental cleaning products are in use. The Council will review these reports at least quarterly, or more often as needed, associating the symptoms reported by employees and patients with the symptoms noted on the Material Safety Data Sheets that are related to the chemicals. Taking into account any data or trends identified by these reports, the Council will review practices and explore alternative chemicals or cleaning methods to minimize the risk of adverse health effects for employees and patients.

A standing agenda item of both the Nursing Health and Safety Council and JIT will be the review of incidents and actions related to potential chemical exposures experienced by nurses.

SECTION C.

486. An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as possible. If the injury is to the extent of doctor's or hospital care, arrangements will be made

by the University to provide care in the University Hospital, if practicable¹³⁰, otherwise to another medical facility. The injured employee shall be paid at the employee's regular rate of pay, plus shift premium, if applicable, for the time lost from work, provided the employee returns to work, and finishes out the shift following treatment, unless the employee is told not to return to work by the health care provider. In no event, however, shall the employee be paid for time beyond the quitting time of the employee's scheduled shift or for any overtime hours.

SECTION D.

487.

- 1) When a room is closed for an environmental reason, nurses that work in the area will be informed of the specific causative factor that necessitated the closure.
- 2) Non-emergent, work-related health care will be provided to employees for:
 - a. reported work related illness or injury;
 - b. evaluation for contagious condition potentially harmful to patients or co-workers;
 - c. potential work related infections,
 - d. chemical exposure. Reported chemical exposure will be recorded during the visit at Occupational Health Services and reported to the appropriate clinical nursing director. The director will update the employee with the status of the response to the report. A report of such exposure also will be forwarded to the Nursing Health and Safety Council.
- 3) Other services, which may be offered to employees, include:
 - a. new employee screening
 - b. mandatory programs including tuberculosis surveillance and immunizations;
 - c. infectious disease exposure follow-up;
 - d. initial and periodic health appraisals for employees in high-risk areas;
 - e. supervisor requested physical
 - f. hepatitis surveillance;
 - g. pregnancy testing for employees who suspect they are pregnant and work in high risk areas; and
 - h. employee information about infectious diseases and/or occupational health risks.
- 4)
 - a. any unit that uses potentially hazardous chemicals, devices, or materials will post on fire safety boards notices describing the nature of the hazard, associated signs and symptoms of exposure; where the chemical, device, or material is being used in the department; and the risk of long term or chronic disease or injury. This will occur within sixty (60) days of ratification (10.10.2018) and electronic notification will be sent to the Association.

¹³⁰ "If practicable" refers to the distance and/or level of injury.

- b. Units where MIOSHA regulated substances are present, will be inspected for air quality, semi-annually and upon request of any employee. Results of these tests will be reported to the Clinical Nursing Director and shared with the Association and individual employees as indicated. If indicated, an action plan with time frames will be included in the report, and upon completion of the action, the Association will be notified.
 - c. Permissible exposure limits for the use of glutaraldehyde will be consistent with NIOSH recommended exposure limit (REL). The Nursing Health and Safety Council, in consultation with UMHS experts, will seek to identify acceptable alternatives to maintain infection control standards that provide greater safety for employees and the environment. Until such time that the use of glutaraldehyde is eliminated within UMHS, all current employees and selected candidates for employment, with potential to be exposed to glutaraldehyde, will be informed of the health hazards. Employees will be encouraged to report symptoms related to exposure.
- 5) Within thirty (30) days of ratification (10.10.2018) the Nursing Health and Safety Council will begin inviting Purchasing and Value Analysis on an ad hoc basis to its monthly meetings to review manufacturer specifications and future Requests for Information and Requests for Proposals for the purpose of avoiding the use of glutaraldehyde, for all products or equipment.
 - 6) Within ninety (90) days of ratification (10.10.2018) or as deemed necessary by the co-leads, the Nursing Health and Safety Council will begin generating a list of glutaraldehyde uses that expose nurses to the chemical within the institution and rationale for its use in each instance. The NHSC will identify empirical evidence as the risks and benefits associated with the use of glutaraldehyde, and will identify best practices, if any exist. The NHSC will compile and report these findings to the CNE or designee. Within ninety (90) days of receipt, the CNE or designee will issue a written report to the NHSC with an evaluation of the NHSC findings, as well as information regarding institutional decisions to continue or discontinue use of related products, or to review alternatives.
 - a. The Nursing Health and Safety Council will conduct an annual review of the current NIOSH list of antineoplastic and other hazardous drugs used in health care settings. Units that dispense or administer a drug on this list will receive training on the applicable drug upon time of initial job assignment and annually thereafter.
 - 7) If any hazardous medication is available in liquid form, and the patient cannot consume the tablet form, then pharmacy will provide the liquid form if it is requested and available.
 - 8) The University will continue to seek and evaluate latex-free alternatives whenever available. Nurses in all areas will have access to latex-free gloves that are clinically effective and satisfactory to the nurse, and that ensure patient and nurse safety. In the event that latex is found to be used in the work place, the Nursing health and Safety Council will identify and recommend alternatives. Within ninety (90) days of ratification (10.10.2018) the University will provide the Association with

a list of latex products, including where they are in use and the rationale for such use.

- 9) Interventions that are appropriate to each setting (such as lift teams, lift equipment, etc.) will be readily available to ensure that employees are not required to engage in unassisted manual lifting, transporting, positioning, transferring or any activity that presents a risk to the patient or the employee. In addition, for patients with a BMI of greater than forty (40), designated safety equipment and measures will be identified and made available to the employees.¹³¹

488. The University is committed to maintain an environment that is safe and free from violence and will not tolerate violent or threatening behavior. All University community members share the responsibility and are expected to maintain a climate of behavior that does not tolerate acts of bullying, violence, threats and aggression. We must not and will not tolerate actions that serve to target or intimidate members of our community based on race, ethnicity, gender, gender identity, sexual orientation, religious or political beliefs, national origin or other personal characteristics. When we learn of such incidents, we have a responsibility to address them promptly. Acts of violence and aggression include verbal or physical actions that create fear or apprehension of bodily harm or threaten the safety of an employee, supervisor, co-worker, patient, general public or the University community at large. If an employee experiences, witnesses or suspects violent behavior or acts of aggression, that employee shall seek assistance immediately from Security, the appropriate manager, supervisor, or administrator. If a situation occurs and it is necessary, the employee may leave the immediate area and go to a location of safety, after having assured patient safety to the extent possible. The employee must notify the appropriate management representative of the situation and collaboratively determine next steps. For incidents requiring immediate assistance, security or the designated local authority should be contacted, as appropriate. The University of Michigan Health System aspires to be the safest health system in the country. Any member of the community can report an incident and seek assistance. It is expected that employees experiencing acts of violence or aggression will complete and submit an incident report so that the University can determine and understand the factors contributing to the occurrence of these incidences and work as a community to eliminate them. The University will investigate every incident and take the appropriate action to prevent recurrence. A customized mechanism will be designed and implemented by the Nursing Health and Safety Council that serves the purpose of communicating any and all safety issues and concerns experienced by the registered nurses. This may or may not utilize existing software. The Association will be provided access and information to the extent necessary to fulfill their obligation in representing members.

- 488A. Upon request of an employee, the University and the Division of Public Safety and Security will provide an opportunity for the employee to receive training in

¹³¹ See MOU 742: Workload/Staffing Issues

non-violence crisis intervention. Any employee who makes this request will be encouraged to attend and will be scheduled to attend on work time.

- 488B. Any area or unit may request a physical security survey. This survey will be conducted within thirty (30) days of the request and will include a review of items such as, but not limited to lights, locks and security procedures.

SECTION E.

489. The location for provision of the services described in Section C for hospital-based and non-hospital based employees will be the Occupational Health Services for Hospital-based employees and at a location designated by the University for non-Hospital based employees. Non-Hospital based employees will be informed as to what services are available and the location where those services will be provided.

SECTION F. DEFINITION

490. Hospital-based employees include:
- a) employees paid in whole or in part on a hospital account,
 - b) employees paid in whole or in part on a departmental Faculty Group Practice account; and
 - c) all University paid employees whose work assignments require them to be in the hospital for any portion of their time. For this population, a work-related illness or injury must be directly related to the hospital work assignment.

SECTION G.

491. Employees must have approval to leave the unit, from their supervisor, before utilizing the Occupational Health Services or other designated location.
492. Whenever an employee requires emergent health care or during hours when the Occupational Health Service or other designated location is not open, employees may be referred by their supervisor to Emergency Services. Employees shall be advised by their supervisor or designate of the appropriate procedure to follow when he/she is not available.
493. In addition, the supervisor or designate may send an employee on work time to the Occupational Health Services or other designated location for any occupational health service which enables the employer to meet requirements of outside agencies and University policies. Employees utilizing the Occupational Health Services or other designated locations or Emergency Services will not be paid beyond their regular schedule of work.
494. Treatment of job-related acute or chronic illnesses and injuries affecting an employee's ability to work by the Occupational Health Services or other designated location or Emergency Services shall be at no cost to the employee.

Employees who are subsequently referred to other clinics because of a job-related illness or injury will not be required to pay for the services provided. However, employees may be charged for health care received in the Occupational Health Services or other designated location or Emergency Services if it is subsequently determined that the illness or injury was not job-related.

495. Services specified as being provided in this Article shall be provided at no cost to employees.
496. For the purposes of this Article, the University shall notify the Association of any changes in the definition of Hospital-based employees or in the services provided by the Occupational Health Services or other designated location.

SECTION H. COMMUNICABLE DISEASE VACCINATIONS

- 496A. Bargaining Unit employees are required to present proof of immunity to certain communicable diseases, including Mumps, Measles, Rubella, Pertussis and Varicella. Proof of immunity is defined as medical documentation such as immunization records or equivalent, health department booklet from the state or equivalent, UMHS' EMR (MiChart), medical provider documentation, or documentation of immunity from another employer.

If proof of immunity is not available, a request will be made of the employee to have blood drawn to assess the employee's immunity status. If the employee refuses a blood draw, then vaccine will be provided unless medically contraindicated.

If a blood draw and subsequent titer establishes a non-immunity status to any of the above communicable diseases, the employee will have the option of being provided the vaccination which covers only the communicable disease(s) in which the employee is found to be non-immune by titer.

Within three (3) months of ratification of this agreement (10.10.2018), the Association and University, with review and input from Occupational Health Services (OHS), will jointly develop an evidence-based program to be presented to all employees regarding the importance of vaccinations.

SECTION I. INFLUENZA IMMUNIZATION

- 496B. The University of Michigan Health System maintains policies (UMHHC Policy 0406-002 Infection Control Practices for Hospital Personnel Policy: Prevention of Spread of Communicable Diseases IC&E Policy V-45 and UMHS Policy 04-06-030 UMHS Mandatory Influenza Vaccination Policy) for the protection of patient and staff with a requirement that healthcare workers participate in the influenza immunization program on an annual basis. This approach allows the provision of the safest possible environment for nurses, other staff, patients and their families and others, by preventing and reducing exposure to influenza viruses.

Each employee covered by this collective bargaining agreement is required, on an annual basis, to either: (1) receive an Influenza immunization; (2) seek and receive approval of an exemption based on religious or medical reasons; or (3) sign a declination for other reasons by December 1. The duration of the flu season will be determined by the Infection Prevention & Epidemiology Department's (IP&E) Hospital Epidemiologist. Those who decline the immunization may change their mind at any time and receive the vaccine at no cost at UMHS while supplies last.

A joint communication will be sent out recommending that all nurses and other health providers be vaccinated against influenza viruses.

All employees who wish to decline the annual influenza vaccination will be required to complete a jointly created evidence-based education program in M-Learning that will acknowledge the risks, if any, in not receiving the influenza vaccination prior to exercising any option to decline the vaccination.

If influenza vaccination rates of eligible employees (excluding medical and religious exemptions and those on LOA) fall below ninety-two and one-half percent (92.5%), both parties agree to revisit and discuss these influenza vaccination guidelines.

Employees who do not receive an influenza immunization are required to wear masks during the "masks on" period as determined by the IP&E Hospital Epidemiologist in the following areas or circumstances, which include:

- Rooms (patient, procedure, exam, consultation) where patients are physically present
- Patient transport elevators
- Corridors/hallways adjacent to patient rooms
- Patient homes where direct care is being provided
- Waiting areas with direct face to face patient contact
- Any location where the employee has face-to-face interaction with patients during the delivery of direct patient care.

During the applicable "masks on" period, Employees are not required to wear masks in the following areas or circumstances, **which include:

- Cafeteria/Vending Rooms
- Main corridors, main entrances, and lobbies
- Entering and exiting buildings, in parking structures
- Offices, report rooms, conference rooms where patients are not physically present or permitted to enter
- Locker and staff rooms
- Restrooms, lactation rooms,
- Anywhere outside where there is not face-to-face interaction with patients during the delivery of patient care.

**Notwithstanding this list, unvaccinated employees are required to wear masks anywhere they have face-to-face interaction with a patient in the delivery of direct patient care.

SECTION J. HEALTH AND WELLNESS RESOURCES

- 496C. The University is committed to creating and maintaining an environment that supports efforts which promote the health and wellbeing of the nursing staff. To this end, the University and the Association will jointly explore ways to best utilize health and wellness resources so that they are reasonably available to nursing staff. After ratification (10.10.2018), JIT will conduct a needs assessment with respect to facilities and programs that are available and will facilitate a meeting with MHealthy to explore possible options in offering health and wellness classes.

ARTICLE 45 DISCIPLINE

SECTION A. JUST CAUSE

497. The University shall not discharge or take other disciplinary action without just cause.

SECTION B. REPRESENTATION BY ASSOCIATION

498. When a supervisor wishes to conduct an investigatory interview with an employee, the supervisor will inform the employee of the purpose of the meeting. If the circumstances are such that the employee reasonably believes that disciplinary action could result, the employee may request the presence of the employee's Association Representative for the meeting. In such an event, the supervisor will call for an Association Representative. If the Association Representative is not available, the employee may opt to continue meeting or postpone and reschedule within twenty (24) hours or on the next mutual working day. It is understood that this section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the Association Representative. When the supervisor has concluded the investigatory interview, the Association Representative may ask questions for clarification or offer additional relevant information. It is understood that the dispute resolution procedure is the appropriate procedure for review of the merits.

SECTION C. REVIEW PROCEDURE AND NOTIFICATION TO ASSOCIATION

499. As soon as possible, the University will orally notify the Association Chair, or other person designated in writing, if available, of a disciplinary layoff (DLO) or discharge. Whenever practicable, an Association representative will be present when an employee receives notice of a disciplinary layoff or discharge.

500. The parties agree that discipline should be both corrective and progressive rather than punitive. In this regard, the University will follow a discipline procedure, which is corrective and progressive. In any individual situation, the extent of disciplinary action taken will depend on the facts and circumstances available at the time the decision is made. In cases of serious misconduct, steps of progressive discipline may be omitted.
501. Six (6) months following the issuance of a disciplinary letter, and at the employee's request, the manager will write a second letter reflecting the employee's current status. In addition, letters of discipline more than two (2) years old will not be considered in transfer/promotion decisions. Such letters shall not be used in progressive discipline. If an employee is denied transfer/promotion due to the manager's reliance on discipline older than two (2) years, the request for transfer/promotion will be reevaluated without consideration given to the discipline. For those disciplinary cases that rise to the level of disciplinary layoff or discharge, letters of discipline, which are more than two (2) years old and indicate a trend or pattern, may be used.
502. The University will not discharge, suspend or give a disciplinary layoff to an employee over the telephone provided that the employee agrees to return to work to meet with the supervisor.
503. Following an event where a University investigation reveals consideration of serious discipline, disciplinary layoff or discharge, and the need for a Disciplinary Review Conference (DRC) is established by the University in consultation with the appropriate Human Resource officer, the following steps will take place.
- 1) The employee's manager will prepare the DRC Notification Checklist. (See Appendix G).
 - 2) Human Resources, in conjunction with the employee's manager, will contact the Association Chair or designee, and establish a date, time and location for the DRC. The parties agree that time is of the essence and will schedule the DRC as soon as is practicable after the request.
 - 3) The manager will immediately provide the Notification Checklist and its relevant material(s) to the Association Chair or designee, via fax or other electronic media as available.
 - 4) At the conclusion of the DRC meeting(s) the University shall give the Association Chair or designee, written notification of any final decision as well as letters of reprimand, disciplinary layoff or discharge, if any, within seven (7) calendar days, unless mutually agreed otherwise. This can be accomplished via fax or other electronic media as available.
 - 5) Upon notification, the Association shall have the opportunity to respond within the required time limits as set in Article 45, Discipline or Article 46, Dispute Resolution Procedure and Mediation Procedure.
504. Deleted

505. In addition to the employee, if available, the Association may have not more than two (2) representatives of the Association, who are also employees, in attendance at the review.
506. Any employee who loses time from the employee's assigned regular schedule of work while attending such a review shall do so without loss of pay provided the employee receives permission from the employee's immediate supervisor to leave work and the employee reports back to the employee's immediate supervisor when the review has been completed.
507. The Association may have not more than two (2) non-employee Association Representatives present at such a review.

SECTION D. SUSPENSION

508. In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, notice of such suspension will be given to the Association Chair or other person designated by telephone and in writing. The suspension will be no longer than is necessary to gather sufficient facts to make the decision. Once an employee has been suspended, the University will take disciplinary action, if any, within seven (7) calendar days unless mutually agreed otherwise.

SECTION E. REMOVAL FROM PREMISES

509. When the University intends to order an employee to leave work for disciplinary reasons, the employee's Association Representative shall be notified by the University and, without loss of time or pay, be afforded the opportunity to be present and hear the reasons, and thereafter be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the premises. If, however, the immediate removal of the employee from University premises is necessary to prevent injury to the employee or others or disruption of the workplace, such opportunity need not be afforded. In such a case, the University shall notify the Association of the incident. It is understood that this Section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the Association representative or notice to the employee that the representative has been called. When the supervisor has concluded, the Association Representative may ask questions for clarification or offer additional relevant information.

It is understood that the dispute resolution procedure is the appropriate procedure to review the merits of the disciplinary action taken.

SECTION F. REVIEW OF DISCIPLINE/DISCHARGE

510. A dispute which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) alleges that no just cause in fact exists, or that the disciplinary action was taken arbitrarily and was clearly excessive,

may be processed at the written option of the Association through either the Arbitration Procedure or Section G. of this Article provided, in either option, that the dispute is submitted in writing at Step Two of the Dispute Resolution Procedure within three (3) business days.

511. Failure to submit a written dispute by the Association on behalf of the employee within three (3) business days following written notification to the employee shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.
512. If any dispute alleging a violation of this Article should be taken to arbitration, the Arbitrator's authority shall be limited to the fact question of whether there was just cause and as follows:
513. If the Arbitrator finds there was just cause, the Arbitrator may modify the disciplinary action taken only if it:
 514. a) was taken arbitrarily, or
 515. b) was excessive; otherwise, the Arbitrator must affirm it.

SECTION G. IMPARTIAL REVIEW PANEL

516. A dispute which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) such disciplinary action is based on the employee's failure to meet recognized University nursing practices and policies when such failure is not the result of the employee's incompetence, and (3) which is not resolved at Step Two of the Dispute Resolution Procedure may be appealed to the Impartial Review Panel, only by the Association, provided, however, that written notice of intent to appeal to the Panel must be received by the Chairperson of the Michigan Medicine's Human Resources Department Review Committee within the ten (10) calendar day period following the receipt by the Association of the University's Step Two answer.
517. If the Association exercises its option (as provided in Section F.) to use this Section, the procedure provided in this Section will be the sole and exclusive procedure to resolve the dispute and the decision of the Panel will be final and binding on all the parties.
518. The Impartial Review Panel will be composed of three (3) members according to the following provisions:
519. a) Within ten (10) calendar days after receipt by the University, of notice of intent to appeal, the Chairperson of the University Review Committee and the Chair of the Association will each submit the name of one (1) Michigan Registered Nurse who is not an employee of the University of Michigan Hospital nor the Michigan Nurses Association. These two (2) members will mutually select, within the

succeeding fourteen (14) calendar days, a third member who must not be a Registered Nurse.

520. b) The three (3) members shall select one (1) of their members to be Chairperson who shall preside the hearing and who shall report, in writing, the Panel's findings and decision to the University and the Association.
521. c) The Review Panel shall convene and initiate the hearing at a time, which is mutually agreeable to the members, the University and the Association, but in no event later than thirty (30) calendar days after the third member of the Panel has accepted selection. The University will designate a place for the hearing.
522. The Review Panel shall be limited to the evidence presented to it and will be prohibited from conducting any activity of an investigative nature.
523. The Review Panel may request that testimony presented to it be mechanically recorded and available only to the Panel for purposes of its own deliberation. Any such recordings shall be destroyed by the Panel upon the rendering of its decision.
524. The decision of the Review Panel, together with a summation of its findings, will be submitted to the parties in writing, no later than thirty (30) calendar days after the completion of the hearing. A majority of the Review Panel members is necessary in order to reach a decision.
525. The hearing of the Review Panel will not be public.
526. The Review Panel shall cause all witnesses to swear to or affirm the truth of their testimony.
527. The Review Panel may make, at its discretion, any additional rules for the conduct of the hearing provided such rules do not conflict with this Agreement.
528. The University and the Association will share, equally, in the reasonable expenses incurred by the Review Panel members pursuant to the fulfillment of their responsibilities under this Section.
529. The expenses of, and the compensation for, each and every witness and representative for either the University or the Association shall be paid by the party producing the witness or hearing the Representative.

ARTICLE 46
DISPUTE RESOLUTION PROCEDURE AND MEDIATION
PROCEDURE

SECTION A. DEFINITION OF A DISPUTE

530. A dispute is defined as a disagreement arising under and during the term of this Agreement, between the University and any employee concerning (1) the employee's employment and (2) the interpretation and application of the provisions of this Agreement. Such a dispute may be submitted only by the involved employee in accordance with the procedure set forth in Section E.

SECTION B. GROUP DISPUTE OR COMBINED DISPUTES

531. A group dispute is a dispute, which concerns more than one (1) employee and involves a common fact situation and the same provision(s) of the Agreement. In such a case it shall be sufficient for not more than two (2) employees to file the dispute on behalf of all named and similarly affected employees.
532. In addition, the Association Dispute Chair or designee, and the representative of the Michigan Medicine's Human Resources Department may agree to combine more than one (1) dispute for the purpose of expeditiously processing the dispute through the dispute resolution procedure.
533. In the event that the group dispute, or the combined disputes, involves employees from more than one department or unit, it may be filed by the Association at Step Two of the Dispute Resolution Procedure.

SECTION C. ASSOCIATION DISPUTE

534. An Association dispute is defined as a disagreement, other than one, which can be processed under Section A. or B. above, arising under and during the term of this Agreement, between the University and the Association concerning the interpretation and application of the provisions of this Agreement.
535. In the event that the Association has a dispute, it shall begin at Step Two of the Dispute Resolution Procedure, provided the dispute is submitted within the thirty (30) calendar day period following the day on which the Association had knowledge of the facts giving rise to the dispute.

SECTION D. REPRESENTATION

536. Association - The Association will be represented in the Dispute Resolution Procedure as follows:
537. The number of district representatives shall not exceed one (1) per unit. In addition, there may be up to two (2) Alternate District Representatives for each Representation District set forth in Appendix C. The Alternate District

Representatives shall only function as an Association Representative when the District Representative is not available to represent the involved employee. The Alternate District Representatives shall be designated by the Association as First Alternate and Second Alternate and will be called in that sequence.

538. There may be one Area Representative for each combination of districts as set forth in Appendix C. Each Area Representative shall be a non-probationary employee working in one (1) of the representation districts.
539. The Association Dispute Chair who shall be a non-probationary employee.
540. When a District Representative has a dispute he or she may be represented at Step One of the Dispute Resolution Procedure by the alternate District Representative. When an Area Representative has a dispute, he or she may be represented at Step One of the Dispute Resolution Procedure by the District Representative and at Step Two of the Dispute Resolution Procedure by another Area Representative designated by the Association Chair.
541. In the absence of a District Representative and both alternate District Representatives, the involved employee will be represented by the employee's Area Representative. In the absence of all of the above, the Association Chair may designate another District or Area Representative or any non-probationary employee by oral notification to a representative of the Michigan Medicine's Human Resources Department.
542. A District Representative, alternate District Representative, Area Representative, or the Association Chair or designee, may be granted a necessary and reasonable amount of time off from the person's assigned schedule of work, without loss of time or pay while directly involved in the manner provided at the appropriate step of the Dispute Resolution Procedure. Such Association Representative shall receive permission from their immediate supervisor to leave their work and must report back to their immediate supervisor when their part in the procedure has been completed.
- It is understood that paid release time also allows UMPNC representatives to meet prior to a step 1 or step 2 hearing to consult with and educate the employee(s) concerning the dispute process and interest based principles. This is intended as a brief overview of the dispute process.
543. At the request of the Association Dispute Chair, and provided satisfactory arrangements are made through the Michigan Medicine's Human Resources Department, the Association Dispute Chair may be granted a reasonable amount of time off in accordance with provisions of this paragraph to investigate a dispute in accordance with the arrangements that have been made. In the absence of the Association Dispute Chair made known to the University of Michigan Health System Human Resources Department in advance and in writing, any non-probationary employee designated by the Association may function as a substitute for the Association Dispute

Chair for the purpose of this paragraph.

544. University - The University will be represented in the Dispute Resolution Procedure as follows:
545. Step One -- The immediate supervisor of the involved employee, and, at the supervisor's discretion, an Associate Chief Nursing Officer.
546. Step Two -- Chief Nursing Officer or Designee, relevant Associate Chief Nursing Officer or designee, Clinical Nursing Director/Department Manager, Director of Labor Relations or designee, Human Resources Business Partner, and other individuals who may contribute relevant facts concerning the dispute.
548. List of Representatives.
549. The Association shall furnish the Director of Labor Relations with a list of the Association Representatives by Representation District. Any change in the list shall be reported promptly in writing, by the Association to the Director of Labor Relations. The University shall not recognize any employee as an Association Representative or Alternate Representative without such notice, except that in an emergency the Association Chair may designate any non- probationary employee as a substitute Representative. This designation may take place by oral notification to the University to be followed by written notification as set forth above.
550. The University shall furnish the Chair of the Association with a list of its Associate Chief Nursing Officers/Chief Nursing Officers and Department Heads and their office locations, and the Director of Labor Relations. Any change in the list shall be reported promptly in writing by the University to the Chair of the Association.

SECTION E. DISPUTE RESOLUTION PROCEDURE

551. The following procedure shall be the sole and exclusive means for dispute resolution:¹³²
552. STEP ONE
- Part 1. Any employee having a dispute, or one (1) member from the employees having a group dispute, may discuss the matter with the employee's immediate supervisor. At the involved employee's option, the employee's District Representative will be called by the immediate supervisor and may be present during and participate in, the discussion.
- Part 2. If a resolution is not reached during the discussion described in Part 1 above, provided that the request is made not later than thirty (30) days from the date an employee has knowledge of the facts surrounding a dispute.

¹³² See Intent Note for Paragraph 551

In this event, an interest-based problem-solving meeting will be held, with the employee, the employee's supervisor, an Association Representative and, at the supervisor's discretion, an Associate Chief Nursing Officer. During this meeting, the parties should identify the issue(s) of concern, the interests of the parties, and options for resolution.

553. STEP TWO -- If no mutually satisfactory resolution of the dispute is developed during the above discussion(s) or no decision is communicated to the employee within the fourteen (14) calendar day period following the conclusion of the STEP ONE discussion(s), an appeal may be submitted to Human Resources, provided the appeal is submitted within the thirty (30) calendar day period from which the first step discussions with an Association Representative concluded. The appeal must be in writing and will include the following:

- 1) a statement of the facts in dispute;
- 2) the interests of the involved parties;
- 3) the relevant provisions of the Agreement;
- 4) remedies or options identified to resolve the dispute; and
- 5) a summary of the previous discussion(s).

554. Within twenty-one (21) calendar days following receipt of an appeal by Human Resources, a STEP TWO meeting will be convened to review the appeal and to continue problem solving, utilizing an interest-based problem solving model. In attendance at the STEP TWO meeting shall be, the Chief Nursing Officer or designee, relevant Associate Chief Nursing Officer or designee, Clinical Nursing Director/Department manager, Director of Labor Relations or designee, Human Resources Business Partner, Disputant, Association Dispute Chair or designee, Association Area Representative or designee, up to two (2) MNA representatives from the MNA state office, and other individuals who may have relevant facts concerning the dispute. Where the involved employee is not scheduled to work on the designated day of the meeting, it is the employee's option to attend the hearing on that day or to have the meeting rescheduled to another mutually agreeable day. In the event of a dispute, which is appealed directly to STEP TWO, the Association Chair and Michigan Medicine's Director of Labor Relations or designee may be present.

The parties will schedule at least three 3-hour blocks per month reserved for second step disputes. Where the Association does not provide notice to the University ten calendar days prior to the scheduled block the University may release the block from such schedule.

Where the Association provides at least one month notice of a need for additional blocks in excess of three, every effort will be made to schedule such dispute time.

555. Within thirty (30) days of the conclusion of the STEP TWO discussion(s), the Association Dispute Chair or designee, will be given a copy of the written STEP TWO answer. In the event that this time period is not

met, the University will notify the UMPNC Dispute Chair or designee explaining the reasons for the delay.

The Association may submit a written response or otherwise include in its "Notice of Arbitration" a statement of the Association's position.

556. Neither the University nor the Association intend that the above process be used to renegotiate provisions of the Agreement, nor shall the University, the Association or employees be compelled, by reason of their participation in the above process, to compromise their rights and benefits under the Agreement or applicable law.

SECTION F. MEDIATION SYSTEM

558. The Association and the University agree that mutual problem solving is the preferred manner to resolve differences.
559. Within ten (10) calendar days following receipt of the second step answer and upon agreement of the Association and the University, a system of mediation may be used prior to filing for arbitration. In addition, upon agreement of the Association and the University, mediation may be used to resolve issues of concern that do not fall under the dispute resolution procedure.

Parties present during mediation shall be the Chief Nursing Officer or designee, relevant Associate Chief Nursing Officer or designee, Department manager, Director of Labor Relations or designee, Human Resources Business Partner, Disputant, Association Dispute Chair or designee, Association Area Representative or designee, up to two (2) MNA representatives from the MNA state office, and other individuals who may have relevant facts concerning the dispute. The Association and University must mutually agree and select a mediator, who shall not be an employee of the Association or the University, in the following manner: The mediator is non-jurisdictional and advisory only. The mediator may not be used as a witness for either party in arbitration.

560. A list of mediators will be jointly developed by the Association and the University within sixty (60) calendar days of execution of this contract.
561. The list can only be altered by mutual agreement of the Association and the University.
562. Where no mediation agreement is reached, the Association may proceed to arbitration provided the submission is received within thirty (30) calendar days of the date either party concludes that a mediation agreement cannot be reached.
563. Within eighteen (18) months following the implementation of the mediation system, the Association and the University shall jointly review and evaluate

the system for necessary modifications.

564. The Association and the University agree to share the costs of mediation.

SECTION G. TIME LIMITS ON APPEALS

565. 1) Any complaint or dispute not processed within the specified time limits shall be considered settled on the basis of the last answer and not subject to further review, but shall not prejudice the position of either party with respect to a dispute involving the same issue at that unit or any other unit of the University.
566. 1a) If a dispute has not been heard within thirty (30) calendar days of the filing date, and there is no extension granted, the dispute may be submitted to the next step of the dispute resolution and arbitration procedure.
567. 2) A dispute may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be cancelled. If the dispute is reinstated, financial liability, if any, shall date only from the date of such reinstatement, provided, however, reinstatement must occur within the specified time limits for appeal.
568. 3) Where one or more disputes involve a similar issue, those disputes by mutual agreement may be held in abeyance without prejudice, pending the deposition of an appeal, to STEP TWO or arbitration of a representative case. In such event, financial liability, if any, will not be affected except as set forth in other Articles of this Agreement.
569. 4) Whenever time limits are used in this Article, actual receipt or a postmark, if mailed, will control.

SECTION H. TIME LIMIT ON CLAIMS

570. 1) No claim, including claims for back wages, except as provided in 2 below, by an employee covered by this Agreement or by the Association, against the University, shall be valid for the period prior to thirty (30) calendar days prior to the date the dispute is brought to the attention of the University through this procedure.
571. 2) No claim for back wages by an employee which is the result of improper time recording, calculation of pay, or step placement within the pay grade shall be valid for the period prior to twelve (12) months prior to the date the dispute is brought to the attention of the University through this procedure.

SECTION I. CLARIFICATION OF INTENT

572. Agreements between the parties involving clarification of intent of any provision of the Agreement, or issues of mutual concern, will be written and approved by the University and the Association.

SECTION J. CONFIDENTIALITY OF DISPUTE RESOLUTION
PROCEDURE

573. Information and data related to matters processed through Article 45 Discipline, Article 46, Dispute Resolution Procedure and Mediation Procedure, or Article 47, Arbitration Procedure, should not be disclosed to any individuals other than those whose duties require such knowledge.
574. In the event discipline and disputes are used as part of a training or educational program, the name or names of the disciplined or involved employees will be deleted.

**ARTICLE 47
ARBITRATION PROCEDURE**

575. Notice of Arbitration - Any dispute as defined in Section A., B. or C. of Article 46 which is not resolved at STEP TWO, may be submitted to arbitration only by the Association, provided, however, that written notice of intent to arbitrate must be received by the Director of Human Resources within the thirty (30) calendar day period following receipt by the Association of the STEP TWO answer, or within sixty (60) calendar days of the conclusion of the Step Two discussion(s), whichever date comes first. At the request of the Association prior to the end of the time period, and on a case by case basis, the thirty (30) or sixty (60) calendar day period may be extended by the University. Such notice shall identify the dispute and the issues, set forth the provisions of the Agreement involved, and set forth the rationale explaining how the Agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the dispute shall be considered settled on the basis of the STEP TWO answer.¹³³
- 575A. Selection of an Arbitrator - Following the written notice to the Director of Human Resources, the University and the Association shall attempt to select an arbitrator. If an arbitrator is not selected, then an effort will be made to agree upon the agency, which will provide a list of arbitrators. In either case, this effort to agree will take place within the forty-five (45) calendar day period following receipt of the written notice. Thereafter, the Association, or the University or both, within the next ten (10) calendar days only may request the agency selected, or if none is mutually agreed upon, either the American Arbitration Association, the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commissions, to submit a list of five (5) or more qualified arbitrators, none of whom may be in the employment of the University. If both the University and the Association independently solicit a list from a different agency, the earliest postmarked request shall determine which list is to be used if the parties cannot mutually agree on another arrangement. If one of the arbitrators on the list is not mutually agreeable, a second list, from the same agency, will be requested. If none of the arbitrators on the second list is mutually agreeable, then the

¹³³ See Intent Note for Paragraph 575

arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as the arbitrator. The University and the Association, on a case-by-case basis, may change, by mutual and specific agreement, either or both of the ten (10) or forty-five (45) calendar day periods set forth above.

576. Terms and Conditions of Arbitration - Every dispute submitted to an arbitrator for decision shall be subject to the following terms and conditions:
577. Either the University or the Association, or both, shall notify the arbitrator of the selection. A copy of this communication shall be sent to either the University or the Association as the case may be. In the event the arbitrator does not accept the selection, the selection process shall be repeated until an arbitrator has accepted selection.
578. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
579. At the time of the arbitration hearing, both the University and the Association shall have the right to examine and cross-examine witnesses.
580. Upon the request of either the University or the Association, or both, a transcript of the hearing shall be made and furnished to the arbitrator with the University and the Association having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
- 580A. At the close of the hearing, the arbitrator shall afford the University and the Association a reasonable opportunity to furnish briefs.
581. The jurisdictional authority of the arbitrator is defined as and limited to the determination of any dispute as defined in Article 46, Section A., B. or C. submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.
582. The arbitrator shall not have any authority to add to, subtract from or otherwise modify any of the terms, clauses, or provisions of this Agreement. This paragraph does not preclude the University and the Association from mutually agreeing, in writing, to submit to arbitration, an issue which is not within the provisions of this Agreement.
- 582A. The fees and expenses of the arbitrator shall be shared equally by the University and the Association.
- 582B. If the Association determines that an employee is needed as a witness to testify in an arbitration hearing, the Association shall notify and submit to the University, no later than seven (7) calendar days prior to the scheduled hearing, the names of persons to be released. An employee who loses

time from work during the employee's assigned working hours when testifying during an arbitration hearing shall do so without loss of pay. Upon the grievant's request, the University will attempt to schedule the grievant on work time for the Arbitration hearing.

- 582C. The parties will endeavor to schedule hearings under this section so that the Association Chair may attend the hearing as part of his/her paid release time as provided in Article 50 (Release Time for Association Business).
- 582D. The arbitrator shall render a decision in writing within thirty (30) calendar days following the hearing, unless an extension is granted mutually by the parties or the arbitrator requests otherwise.
- 582E. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Association, and the employee or employees involved.
- 582F. The provisions of this Section do not prohibit the University and the Association from mutually agreeing to an expedited arbitration procedure for a given dispute or disputes.
- 582G. Pre-Arbitration Hearing Conferences - Upon the fixing of an arbitration hearing date, the University, the Association Chair, and the representative of the Association who will represent an employee in the arbitration hearing may arrange mutually agreeable terms for a prehearing conference, to consider means of expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts and authenticating proposed exhibits.

ARTICLE 48 CONFERENCES

583. At the written request of either the Association or the University, conferences shall be held for the purpose of considering matters of mutual interest, other than disputes under consideration in the Dispute Resolution Procedure. Provided that mutually acceptable arrangements can be made, the University will schedule conferences as soon as practical but no later than within twenty-one (21) calendar days after receipt of the written request. All such conferences shall be arranged through the Chair of the Association, or another person designated in writing by the Association, and a designated Representative of the Michigan Medicine's Human Resources Department. The Chair and Representatives of the Association, not to exceed a total of four (4) shall not suffer loss of time or pay when absent from their assigned schedule of work for the purpose of attending a conference.
584. Association conference attendance is limited to employees and employees of the Michigan Nurses Association unless the Association and the University mutually agree otherwise prior to the conference. The total attendance representing the Association or the University is limited to eight (8)

individuals unless the Association and the University mutually agree otherwise prior to the conference.

585. The University will respond to requests for information made by the Association. Requests for information not responded to in the conference will be responded to either verbally or in writing by a time mutually agreed upon during the conference. In the event that this time commitment cannot be met, the University will notify the Chair of the Association of the time when a response will be forthcoming.
- 585A. Where either party requests a written response, the response shall be due upon a mutually agreeable deadline, not to exceed thirty (30) calendar days, unless an extension is mutually agreed upon.
586. It is understood that any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights or obligations of either the University or the Association under the terms of the Agreement.
- 586A. Agreements between the parties involving clarification of intent of any provision of the Agreement, or issues of mutual concern, will be written and approved by the University and the Association.

ARTICLE 49 PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION

587. Absence from the unit for attendance at professional conferences, or research or training at an on or off campus site or absence for attendance at a work related educational program such as a conference, seminar, or workshop, shall be subject to approval as to the relevance of the subject matter to the profession and the service needs of the Unit. On an annual basis, manager and employees will jointly identify professional activities, goals, and the means to achieve them. In addition, employees may request to participate in other professional development activities, including professional associations. Approval of these requests is at the discretion of the supervisor. Employees will request hospital business time during the schedule request period whenever possible.
- 587A. A calendar of professional development opportunities will be developed and maintained centrally. This calendar will be accessible to all members via internal Michigan Medicine web resources.
588. Upon request, each employee with an appointment fraction of fifty percent (50%) or more will receive paid release time for attendance at professional and education activities as described in Paragraph 587. Hospital business days used on a weekend will be considered part of the employee's appointment fraction. Scheduling of such paid release time will be at the discretion of the supervisor. Paid release time will be available as follows:

- 1) Pay grades RN levels A-F, and RSAM receive - not less than two (2) days per year which the employee can choose to use on consecutive days if the professional and educational activity calls for it. The paid release time will be commensurate with the hours of the professional and educational activity.
- 2) Pay grades N-4, N-5 (Midwife), and N-6 (CRNA) will receive not less than five (5) days each year, prorated to appointment fraction, except that no employee will receive less than three days.
- 3) The Workload Review Committees on each unit will include release time for professional development activities in planning and recommendations for staffing patterns.
- 4) Paid release time will be available to employees classified in the Professional Development Framework or in the Role Specific Advancement model who must maintain certifications, additional credentials and/or additional licensure as a requirement of continuous employment.

588A. The University will provide the Association, with a copy of any Professional Activities and Education Distribution Guidelines and Procedures developed within each Associate Chief Nursing Officer's area at University of Michigan Hospitals. All units will develop and maintain Professional Development Guidelines with input of all regular staff. These Guidelines must be approved by a majority vote of unit employees who are eligible to vote and voting in the unit. Changes in the Guidelines and Procedures will also be provided the Association. Use of professional development funds may include, but is not limited to: membership to professional organizations, funding for specialty certifications, books, online continuing education programs, and computer software designed to enhance professional growth and development.

Professional Development Funds

589. The parties agree that all employees should take advantage of opportunities afforded them. To this end, The University will provide financial resources to assist with attendance at relevant professional conferences, seminars and other professional development activities according to the following schedule:

Framework (RN Levels A-F) and N-3 (RSAM)

590A. Effective upon ratification of this agreement (10.10.2018), no less than \$250 per FTE will be allocated at the unit level proportionate to the number of budgeted full time equivalent positions in the Framework RN Levels A-F and RSAM pay grades on July 1 of each year. Decisions on disbursement of funds will be made at the unit level by a committee consisting of a supervisor and three (3) employees selected by the unit staff. Disbursement criteria will be determined at the unit level by the employees and the supervisor. In addition, unit staff will determine criteria for addressing competing requests and equitability.

- 590B. Employees classified in the Professional Development Framework or Role Specific Advancement Model may apply professional development monies to tuition/fees associated with any accredited nursing program. Tuition reimbursement will not be offset by professional development funds applied to tuition and fees.
- 590C. Employees classified in the Professional Development Framework or Role Specific Advancement Model who are required to have certification will receive funding for the certification/recertification.
- 590D. By April 15th of each year, any remaining MNA Professional Development Funds that have not been allocated according to Paragraph 590A above, will be pooled into a central fund. Any Framework (A-F)/RSAM member may submit a request on or before June 15 of that same year to use these pooled funds for professional development.

Framework (A-F)/RSAM Conference Funds

- 590E. A central fund for the purpose of funding Framework (A-F)/RSAM members who are selected to attend regional or national meetings and conferences will be created per fiscal year. Funding will be based on 2.5% of number of the Framework(A-F)/RSAM FTE's with \$3000 per FTE. The central fund and its funding will be implemented by January 1, 2019.
1. A joint team will be convened within ninety (90) days of ratification of this agreement (10.10.2018) to create guidelines which include, but are not limited to, equitability, process, the number of members allowed to attend same conference per unit/department.
 2. Time to attend meetings or conferences funded through paragraph 590E will be on Hospital business time regardless of the day of week and will be included within appointment fraction.

Professional Development Funds for Employees in Pay Grades N-4, N-5 (Midwives), and N-6 (CRNA)

591. Professional Development Funds will be available on an annual basis for each employee in the pay grades N-4, N5 (Midwives), and N-6 (CRNA) with an appointment fraction of fifty per cent (50%) or more:
1. N-4: \$1500
 2. N-5 (Midwives): \$2000
 3. N-6 (CRNA): \$2500
- 592A. For employees in the N-4, N-5 and N-6 pay grades, use of Professional Development funds for programs applicable to certification/recertification will not require approval of the supervisor. Use of business time to attend continuing education or certification programs must be arranged through the usual mechanisms of the individual units or departments.

National and/or Board Certification

- 592B. Framework (Level A-F) and RSAM nurses who voluntarily attain national and/or Board certification/recertification will be supported as follows:
1. Reimbursement, as set forth in this paragraph 592B, will be provided for one (1) national and/or Board certification and subsequent recertifications that align to the Framework (Level A-F) and RSAM nurse's area of practice.
 2. Framework (Level A-F) and RSAM nurses who register for a certification and subsequent recertification exam may use up to eight (8) hours of Hospital Business time to study for the exam. Use of this study time must occur onsite. This use of paid time to study comes from the allocated paid release time with the Professional Development Funds as provided in Paragraph 588.1. For nurses who wish to purchase books or study materials for the certification or recertifications, funding those materials will come from the allocated Professional Development Funds as provided in 590A.
 3. Time needed to take the certification and subsequent recertification exam will be paid as Hospital Business time.
 4. Reimbursement will be paid at seventy-five percent (75%) of the cost of the exam. In order to receive this reimbursement, the employee must present verification that he or she has attained the certification and/or recertification. The employer will pay the reimbursement as soon as practicable after receiving verification.
 5. The Employer will have the discretion and is permitted to provide additional reimbursements for certification or recertification beyond those provided for in this Article by other non-Nursing department funds.
 6. Nurses who attain national and/or board certification may be recognized at the unit level through means that include, but are not limited to, pins and plaques.
 7. The terms of this paragraph 592B do not apply to certifications that are required by the Employer.
- 592D. A joint workgroup is to be established to review all the required certifications by the employer and determine the need for any additional required certifications. This joint workgroup is to accomplish this within (12) months of ratification of this agreement (10.10.2018).

ARTICLE 50 RELEASE TIME FOR ASSOCIATION BUSINESS

593. The Chair, the Vice Chair and the Dispute Chair of the Association shall both be released from regularly assigned work at no loss of regular pay, benefits or seniority for five (5) eight (8) hour days per week for responsibilities in accordance with Article 45, Section D., Discipline; Article 46, Section E., Dispute Resolution Procedure and Mediation Procedure; and Article 47 Arbitration Procedure; Article 48, Conferences; Article 9, Association Orientation; and other joint meetings with the University. The

Chair, Vice Chair and Dispute Chair will receive wages no less than that at the RSAM Competent pay grade during his/her term(s) of office. At the conclusion of his/her term in office as chairperson or Vice Chair or Dispute Chair of the Association, he/she will return to a position within the same pay grade held prior to taking the above Association positions. At the Chair's or Vice Chair's option, he/she will return to his/her former position. Training and education funds will be available to facilitate placement.

594. In the event, however, the Chair, Vice Chair or Dispute Chair ceases to perform the functions set forth in this Section or designates a representative when otherwise available (sickness, paid time off, other short term absences) or is not otherwise available as scheduled, after notice to the Association and a reasonable opportunity to remedy the situation, the pay shall cease or be reduced to coincide with availability until the situation is remedied.
595. The Secretary or the Treasurer and the Area Representatives of the Association shall be released from regularly assigned work at no loss of regular pay, benefits, or seniority for the time allocated by the Association, for the purpose of conducting the business of the Association, which is directly related to the administration of the Agreement. All such time off shall be scheduled with the permission of the Secretary's, Treasurer's and Area Representatives supervisor(s) and shall be considered time worked for purposes of computing PTO accrual and overtime. During a short-term absence of the Chair, the release time of the Secretary, Treasurer and Area Representatives may be rearranged.
- 595A. The total annual release time provided under paragraph 593 and 595 will be equal to the total number of bargaining unit employees on July 1 of each year multiplied by two hours.
596. A non-probationary employee who is duly elected or appointed by the Association, upon the timely written request of the Chair of the Association, will be granted an excused absence without pay for a period of time sufficient to attend a meeting, conference or convention of the Michigan Nurses Association provided, however, that such request, in writing, is received no later than two (2) calendar months prior to the requested time off. In addition, no employee will be granted more than five (5) consecutive working days off at any one time nor may more than three (3) employees be granted release time at any one time. It is understood that such requests, even though granted, may be cancelled due to the patient care needs of the Unit. The Association will identify for the University as soon as possible of any employees elected as MNA delegates.
597. Excused absences, without pay, will be considered time worked except as otherwise provided in this Agreement.
598. Within 150 days of the completion of regularly scheduled UMPNC elections, the parties will conduct Interest Based education for representatives of the Union and the University. Where there are related costs the Union will assist with those costs. Additional release time will be provided.

ARTICLE 52
SUBCONTRACTING, TEMPORARY AND/OR "AGENCY" NURSES

601. The parties agree that it is highly advantageous to employ regular employees, LPN's and aides to provide patient care. However, the parties recognize that in our environment it may be necessary to employ temporary and/or "agency" nurses.
- 601A. If a CSR/ACNRP temporary staff works an average of twenty (20) or more hours per week for a period of six (6) months, the unit workload will be evaluated to determine the need for a regular unit or CSR/ACNRP position. If no need exists, the temporary assignment may be extended by mutual agreement.¹³⁴
- 601B. A CSR/ACNRP temporary staff may not hold a position which requires work of an average of twenty (20) or more hours per week for longer than one (1) year without mutual agreement.¹³⁵
- 601C. There are no limitations to the use of Central Staffing Resource or ACNRP temporary staff or unit-based temporary or Per Diem staff related to coverage for an extended absence related to Extended Sick or FMLA. In addition, hours accepted from regular employees and worked by temporary staff or Per Diem employees on units without CSR or ACNRP support will not count toward the limitation as described in Paragraphs 601A and 601B.
- 601D. Units without CSR or ACNRP support will establish specific unit expectations for utilization of unit-based temporary or Per Diem employees and submit these guidelines for joint Association and Management review.
- 601E. Temporary hours for the previous four-week scheduling period will be provided to the unit Workload Review Committee (WRC) on a monthly basis and included in the WRC minutes. In addition, all temporary hours will be evaluated every six months by the unit workload committee to assess the appropriate use of temporary employees.
602. The University will provide employees charged with the responsibility for assigning work to temporary and/or "agency" nurses, any known information regarding work the temporary and/or "agency" nurse is not qualified to perform that regular employees on the unit are customarily assigned.
603. Further, the parties agree that regular unit employees will receive priority over temporary and/or "agency" nurses when unit work schedules are being developed. The University will make every effort, with major exceptions only, to avoid changing, reorganizing or altering the work schedules of regular employees to accommodate the assignments of temporary and/or "agency"

¹³⁴ See Paragraphs 601C

¹³⁵ See Paragraphs 601C

nurses, except by mutual agreement. To this end, after all regular employees are scheduled, the manager may then add Per Diem or unit-based temporary employees to the schedule (as outlined in the sequence of Paragraph 91).¹³⁶

604. In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed on University-operated premises by a source outside the University or by University employed temporaries, no employee in the bargaining unit shall suffer a loss of base wages as a result of such a decision.

ARTICLE 53 CHARGE NURSE GUIDELINES

605. The Hospitals' and unit specific charge nurse guidelines will be reviewed annually and revised if necessary. A reasonable number of employees whose work assignments include charge nurse responsibility will be given the opportunity to provide input to the review and revision process. Upon request, the Association will be given copies of the guidelines.
- 605A. Charge nurse patient assignments will be adjusted to reflect the responsibilities and expectations of the charge nurse duties.
- 605B. Employees must complete a unit based charge nurse orientation prior to being assigned charge nurse responsibilities. If an employee must be assigned before the Central Charge Nurse class is taken, that employee will be scheduled for the next available Central Charge Nurse class.¹³⁷
- 605C. Employees performing the functions of a charge nurse will not be construed by either party as excluded from the definition of employees covered by the Michigan Employment Relations Act. Accordingly, employees will not perform supervisory functions.

ARTICLE 53A NURSE PRACTITIONERS

- 605D. The University and the Association agree to the following:

Salary Setting

Each Nurse Practitioner will be assigned to one of three tiers upon hire. The tier designation is determined by the work, the complexity of the assessment and management required by the patient population, the stability of those patients and the level of technical skills that must be employed. Salary range will be adjusted each year to reflect any institutional increase provided for Advanced Practice Professionals. If a labor market analysis takes place, salary adjustments will be jointly reviewed.

¹³⁶ See Addendum A, Per Diem/Unit-Based Temporary Guidelines

¹³⁷ See Paragraphs 183, 234 & Intent Note 605B

Placement on the appropriate salary scale will be determined by:

Tier #1	Tier #2	Tier #3
<p>Outpatient, primary care, psych/counseling, H&Ps, management of common problems requiring limited medical decision making in managing patients with chronic conditions. Patients are considered stable, and care is provided primarily in an ambulatory care setting. Provides a limited number of therapeutic and diagnostic interventions that may be complex.</p>	<p>Inpatient, subacute care, and/or outpatient management of complex problems of relatively stable patients. Provides a moderate amount of therapeutic and diagnostic interventions. Primary work setting may be either inpatient unit of the hospital (non ICU/CCU) or an outpatient setting.</p>	<p>Greater than 60% effort (time spent) in a critical or intensive care unit that requires complex monitoring and/or medical/surgical intervention. Patients are unstable and requires advanced care of patients requiring a broad range of high intensity therapies and highly technical interventions.</p>

1. Tiers

Tier #1 = \$88,750-\$115,380-\$142,000 (Minimum starting salary = \$91,800)

Tier #2 = \$88,750-\$115,380-\$142,000 (Minimum starting salary = \$91,800)

Tier #3 = \$97,630-\$126,910-\$156,200 (Minimum starting salary = \$102,373)

2. The determination of points for initial Tier/Range placement shall be as follows starting with this cba (2018):

- Points are based of full-time RN experience
- 1 Point per year of NP experience
- 1 Point per year of RN experience (Max of 10 years)

Note: This reflects salary ranges as of January 1, 2019. Access successive salary ranges online at JIT website.

Tier #1	Tier #2	Tier #3
Minimum starting salary \$91,800	Minimum starting salary \$91,800	Minimum starting salary \$100,466
0-4 points = \$91,800-\$100,104	0-4 points = \$91,800-\$100,104	0-4 points = \$100,466-\$109,343
5-8 points = \$98,197-\$108,472	5-8 points = \$98,197-\$108,472	5-8 points = \$107,076-\$115,767
9-14 points = \$106,790-\$118,247	9-14 points = \$106,790-\$118,247	9-14 points = \$113,529-\$122,434
15-23 points = \$115,996-\$125,436	15-23 points = \$115,996-\$125,436	15-23 points = \$120,104-\$130,919
24+ points = \$125,202-\$130,370	24+ points = \$125,202-\$130,370	24+ points = \$128,427-\$141,639

Tier 3C: Cardiac surgery/Heart Failure and Neonatology T3 Special Labor Market
Minimum starting salary \$102,373

0 – 4 points = \$107,760 - \$117,087

5 – 8 points = \$114,099 - \$125,109

9 – 14 points = \$120,484 - \$138,261

15 – 23 points = \$134,308 - \$147,600

24+ points = \$143,381 - \$156,570

All hires without NP experience employed either in the Cardiac Surgery or Heart Failure (Department ID: 315388) will be paid at the minimum starting salary during the first year. After 1 year, the NP will be placed in the appropriate points range including the 1 point of experience for the first year.

Neonatal Nurse Practitioners
An employee in the Neonatal Nurse Practitioner role who participates in air and ground patient transports will be eligible for a quarterly bonus of \$1000. Bonuses shall be prorated for part-time employees. The quarterly bonus periods shall begin on January 1, April 1, July 1, and October 1, as the case may be. Eligibility for a bonus payment shall be forfeited if a full-time employee is absent for any reason, except for scheduled Paid Time Off or holiday time off, in excess of one hundred twenty (120) hours in a given quarter. Part-time employees shall have absences prorated when making this calculation.

Salary Progression

Once placed at the appropriate base salary upon hire, NP’s annual salary increases will occur on July 1st of each contract year in the cba except for 2018. In 2018, the effective date of the salary increase will be October 1, 2018. Annual salary increases will be as follows: Year 1 - 4%; Year 2 – 3%; Year 3 – 3%. In 2018, the salary increase (4%) will be off-set from the annual salary program increases received in September 2018 and all NP’s salary adjustments will ensure no one receives more than 4%. In addition, individual NPs may also receive labor market adjustments at the discretion of the University and the department throughout this cba (2018).

In the event an employee believes the placement on a tier and/or within a point range is not correct, the Human Resources department will review the matter, provided the request for review is made within the thirty (30) calendar day period following the date of hire.

In no way, does this agreement limit the NPs from qualifying for and receiving individual or group bonus, lump sums and other salary increases. Specifically designated group incentives or bonuses provided to Advanced Practice Professional will be inclusive to the NPs within the same designated group.

An internal salary equity review will occur annually.

Additional Pay:

A. Additional Hours

- 1) **Workload Review:** NPs may be required to periodically work extra hours to meet the needs for patient care without compensation. NPs may request a workload review meeting with Clinical Nursing Director and Association Representative to review concerns of excessive workload or persistent additional hours related to patient care. The meeting will take place within seven (7) calendar days of request. Following a review of data, the Employee, Clinical Nursing Director, and Association Representative will review a number of possible actions, including but not limited to temporary modification of task expectations, obtaining additional personnel, resources and modification of work load. The issue(s) presented and the outcomes of the meeting will be documented by the Clinical Nursing Director and provided to the Chief Nursing Officer, Association Leadership and Human Resources within seven (7) calendar days of the meeting's occurrence.
- 2) **Additional Compensation:** If the excessive workload or persistent additional hours continue after a workload review meeting is held, additional compensation, if approved in advance by the Clinical Nursing Director, Associate Chief Nursing Officer and/or Department Administration, may be provided when additional effort is expected for an extended period of time. Reasons for additional compensation can include, but are not limited to:
 - a) Staffing Shortage
 - b) Work schedule does not permit flexibility
 - c) Work cannot be delayed to a different time period or transferred to other staff.

Approval for additional compensation will not be unreasonably withheld.

B. Additional Shifts:

NPs who work additional shifts of at least four hours that cannot be provided an equal amount of time off within three (3) months will be compensated for that time at their regular rate of pay. At the time that the work is occurring and with mutual agreement, the three (3) month time frame for providing equal time off may be extended to six (6) months.

On-Call:

\$7.50 per hour for all Tiers.

Shift Differential:

Day: Shift starting on or after 3:00 a.m. and before 11:00 a.m. or has the majority of scheduled hours between 7:00 a.m. and 3:00 p.m.

Evening: Shift starting on or after 11:00 a.m. and before 7:00 p.m. or who has a majority of scheduled hours between 3:00 p.m. and 11:00 p.m.

Night: Shift starting on or after 7:00 p.m. and before 3:00 a.m. or who has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m.

Evening shifts: \$4.00 per hour Monday-Thursday / \$6.00 per hour Friday – Sunday

Night shifts: \$4.50 per hour Monday-Thursday / \$7.00 per hour Friday – Sunday

Day shifts: \$3.50 per hour Saturday-Sunday

Additionally, Departments may choose to individually fund additional pay to cover off-shifts and weekends.

Holiday:

A Nurse Practitioner working on a holiday shall be paid according to Paragraphs 354 and 354A. Paragraphs 358 and 359 as they relate to Holidays shall also apply to Nurse Practitioners.

Professional Development:

Effective July 1, 2018, each Nurse Practitioner with an appointment fraction of fifty percent (50%) or more will receive a minimum of \$2,000 annually for the purpose of professional development & continuing education (CE). Each Nurse Practitioner will receive not less than five (5) days each year, prorated to appointment fraction, except that no Nurse Practitioner will receive less than three Business days. As provided in paragraph 588(2), the approval process related to the use of professional development funds will be determined by each unit/department. Other certifications, including but not limited to ATLS, PALS, NRP or ACLS, required by a section or department will be funded separately by each department and will not be included in the annual allocation of professional development funds for the individual nurse practitioner.

Use of professional development funds may include, but is not limited to: membership to professional organizations, funding for specialty certifications, books, online continuing education programs, and computer software designed to enhance professional growth and development.

Posting and Selection Process:

The University will post open positions in the following manner:

The position “Nurse Practitioner” will be posted in those instances in which the work involved is uniquely appropriate to be performed by a person who is qualified as a Nurse Practitioner.

A posting for an “Advanced Practice Professional” is one for which the body of work is reasonably undertaken by a Nurse Practitioner or another non-physician professional credentialed to perform delegated medical functions

When the University posts a position for a non-physician professional credentialed to perform delegated medical functions, nurse practitioners may also be considered. Eligibility to apply will be indicated on the posting.

Postings for all such positions will clearly describe the required and desired qualifications that will be the selection criteria.

Hiring decisions will be made using most qualified selection criteria. If the Nurse Practitioner applicants are equally qualified, then the selection will be made on the basis of seniority, highest to lowest.

Lead Nurse Practitioner Role

A department or unit may decide to internally post a Lead Nurse Practitioner Role. The Lead Nurse Practitioner is responsible for coordinating services provided by the Nurse Practitioners in his/her respective section or department including recruiting, scheduling, training/orientation, professional development and problem solving issues related the practice of NP’s or other advance practitioners within his/her section/department. This position will function as a liaison between administration, faculty, and the nurse practitioners. This position will also function as a liaison with the Health System Director of Advanced Practice Nursing.

It is understood that the area must contain 4 or more NPs or other midlevel practitioners must work in the area. Compensation will consist of base salary and administrative differential is based on the number of NPs or other midlevel providers supervised as follows:

4-5 = \$5,000

6-9 = \$7,500

10 or more = \$10,000

The administrative differential is based on full time and is prorated for appointment and divided into 12 monthly payments.

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

Other Provisions:

In areas in which NPs work and provide cross-coverage with other non-physician professionals credentialed to perform delegated medical functions, scheduling of work and time off will be integrated to the extent feasible.

Within twelve (12) months post-ratification of this agreement (10.10.2018), NP evaluations will be addressed by a NP Manager. NP's must complete an annual self-evaluation and participate in peer feedback on their anniversary date. All NP evaluations classified as "Approaching" must be reviewed by the Director of Advanced Practice Nursing.

Effective no later than 5-months post-ratification of this agreement (10.10.2018), all Ambulatory Care NPs will be allocated 20% administrative time of their appointment fraction. Administrative duties will include but are not limited to; documentation, returning patient calls/emails, prescriptions and checking test results. After completion of clinical administrative duties and there is remaining administrative time, such time can be used as hospital business for scholarly activities.

Effective no later than 5-months post-ratification of this agreement (10.10.2018), All Inpatient NPs will receive at least 8 hours of hospital business time every quarter. This time is to be used for scholarly activities. These activities include research, quality improvement, clinical simulation presentations, which will be reviewed and feedback will be provided by the Clinical Nursing Director/NP Clinical Nursing Director.

Clinical Ladder

A Clinical Ladder will be jointly developed and will be in effect as of Jan 1, 2020. The process to develop this clinical ladder will include Nurse Practitioners and will begin within 90 days of ratification (10.10.2018).

Reduction in Force

If a Reduction-In-Force occurs, the order of reduction will begin with the staff member with the least University service (seniority), except that the University may retain employees, irrespective of service, who possess the necessary skills, knowledge, and abilities to perform the available work. The remaining provisions in Article 26 (Reduction of the Workforce & Recall Rights) still apply to Nurse Practitioners.

Unless otherwise provided all other terms and conditions of the existing agreement will apply.

ARTICLE 54 SEVERABILITY

606. If any provision of this Agreement is found invalid because it is contrary to Federal or State law by a board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, that provision shall be null and void, but the remainder of the Agreement shall remain in full force and effect. At the request of either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory and lawful provision. In such an event, the University may exercise its discretion in the matter until completion of any such negotiations.

ARTICLE 55
WAIVER

607. The University and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the University and the Association, except as provided in Article 56, TERM OF AGREEMENT, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.


**ARTICLE 56
TERM OF AGREEMENT**

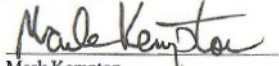
608. This Agreement shall become effective on October 10, 2018 and shall remain in full force and effect until and including June 30, 2021, and thereafter from year to year unless within the thirty (30) day period immediately preceding April 1, 2021 or any anniversary thereof, written notice of modification or termination is given by either the University or the Association to the other party.

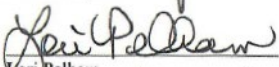
Executed on October 10, 2018.

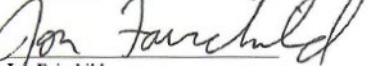
FOR THE UNIVERSITY OF MICHIGAN


Michelle T. Sullivan


Jesus Cepero

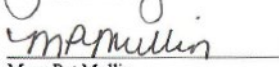

Mark Kempton



Lori Pelham


Jon Fairchild


Juanita Spallina


Julie Grunawalt

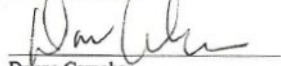

Mary Pat Mullin

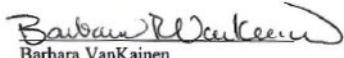

Renee Prince

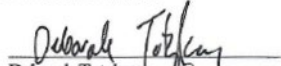
FOR THE MNA/UMPNC

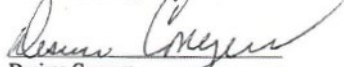

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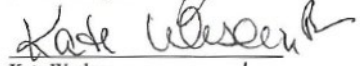

Katie Oppenheim

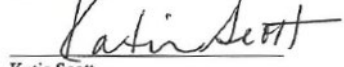

Donna Camahan


Barbara VanKainen

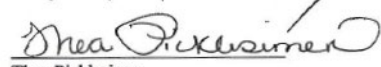

Deborah Totzkay


Desiree Conyers


Kate Wesley


Katie Scott


Sandy Dorsey


Thea Picklesimer

APPENDIX A
WAGE SCHEDULES FOR PAY GRADES
GRADUATE NURSE, LEVELS A-F, ROLE SPECIFIC, N-4 AND N5¹³⁸

Schedule A – Pay Grades Graduate Nurse, Levels A-F, N-3:Role Specific, N-4 and N-5

609. Effective October 21, 2018 for bi-weekly paid employees and October 1, 2018 for monthly paid employees, the Wage Schedule shall be no less than the amount set forth for each step within each pay grade as shown in Schedule A, Paragraph 615.

609A. Lump Sum Bonus

Those employees in pay grades Framework Levels A-F, N-3: Role Specific, N-4 and N-5 in Step 13 and Step 14 prior to the start of Schedule A and who do not step on their anniversary during Schedule A and excluding those employees in Step 13 and Step 14 merged into Level C from Level C (B Inc), will receive a \$1000.00 lump sum bonus, prorated for appointment, in December 2018.

Schedule B – Pay Grades Graduate Nurse, Levels A-F, N-3:Role Specific, N-4 and N-5

610. Effective June 30, 2019 for bi-weekly paid employees and July 1, 2019 for monthly paid employees, the Wage Schedule shall be no less than the amount set forth for each step within each pay grade as shown in Schedule B, Paragraph 616.

610A. Lump Sum Bonus

Those employees in pay grades Framework Levels A-F, N-3: Role Specific, N-4 and N-5 in Step 13 and Step 14 prior to the start of Schedule B and who do not step on their anniversary during Schedule B, will receive a \$1000.00 lump sum bonus, prorated for appointment, in December 2019.

Schedule C – Pay Grades Graduate Nurse, Levels A-F, N-3:Role Specific, N-4 and N-5

611. Effective June 28, 2020 for bi-weekly paid employees and July 1, 2020 for monthly paid employees, the Wage Schedule shall be no less than the amount set forth for each step within each pay grade as shown in Schedule C, Paragraph 617.

611A. Lump Sum Bonus

Those employees in pay grades Framework Levels A-F, N-3: Role Specific, N-4 and N-5 in Step 13 and Step 14 prior to the start of Schedule C and who do not step on their anniversary during Schedule C, will receive a \$1000.00 lump sum bonus, prorated for appointment, in December 2020.

¹³⁸ West Shore Urology: All nurses will be place at the appropriate step of the appropriate Framework/RSAM grid

SECTION B. REVIEW

612. In the event an employee believes the placement on a step is not correct, the Michigan Medicine's Human Resource Department will review the matter, provided the request for review is made within the thirty (30) calendar day period following the date of execution of this Agreement. If the matter is not resolved in this manner, a dispute may be processed through the Dispute Resolution Procedure, beginning at STEP TWO, provided it is filed within the fifteen (15) calendar day period following the response by the Michigan Medicine's Human Resource Department.

SECTION C. SUBSEQUENT STEP MOVEMENT

613. Following initial placement on a step, an employee will move to at least the next higher step on the employee's anniversary date. Step increases will occur as applicable through June 30, 2021
614. Movement to Step 14 will occur only after having been in Step 13 for 12 months and possessing 18 years of seniority with the University of Michigan. This step increase may occur when both conditions have been satisfied on either an anniversary date or new contract schedule implementation.

615. SCHEDULE A – October 10, 2018 – June 30, 2019

Pay Grade	Minimum	1	2	3	4	5	6
Level A							
Annual \$	\$63,918.40						
Monthly \$	\$5,326.53						
Biweekly \$	\$2,458.40						
Hourly \$	\$30.73						
Level C							
Annual \$		\$64,022.40	\$64,937.60	\$65,249.60	\$66,539.20	\$69,035.20	\$71,468.80
Monthly \$		\$5,335.20	\$5,411.47	\$5,437.47	\$5,544.93	\$5,752.93	\$5,955.73
Biweekly \$		\$2,462.40	\$2,497.60	\$2,509.60	\$2,559.20	\$2,655.20	\$2,748.80
Hourly \$		\$30.78	\$31.22	\$31.37	\$31.99	\$33.19	\$34.36
Level D							
Annual \$		\$66,102.40	\$67,017.60	\$67,329.60	\$68,619.20	\$71,115.20	\$73,548.80
Monthly \$		\$5,508.53	\$5,584.80	\$5,610.80	\$5,718.27	\$5,926.27	\$6,129.07
Biweekly \$		\$2,542.40	\$2,577.60	\$2,589.60	\$2,639.20	\$2,735.20	\$2,828.80
Hourly \$		\$31.78	\$32.22	\$32.37	\$32.99	\$34.19	\$35.36
Level E							
Annual \$		\$67,142.40	\$68,057.60	\$68,369.60	\$69,659.20	\$72,155.20	\$74,588.80
Monthly \$		\$5,595.20	\$5,671.47	\$5,697.47	\$5,804.93	\$6,012.93	\$6,215.73
Biweekly \$		\$2,582.40	\$2,617.60	\$2,629.60	\$2,679.20	\$2,775.20	\$2,868.80
Hourly \$		\$32.28	\$32.72	\$32.87	\$33.49	\$34.69	\$35.86
Level F							
Annual \$		\$68,182.40	\$69,097.60	\$69,409.60	\$70,699.20	\$73,195.20	\$75,628.80
Monthly \$		\$5,681.87	\$5,758.13	\$5,784.13	\$5,891.60	\$6,099.60	\$6,302.40
Biweekly \$		\$2,622.40	\$2,657.60	\$2,669.60	\$2,719.20	\$2,815.20	\$2,908.80
Hourly \$		\$32.78	\$33.22	\$33.37	\$33.99	\$35.19	\$36.36
RSAM - Competent							
Annual \$		\$66,102.40	\$67,017.60	\$67,329.60	\$68,619.20	\$71,115.20	\$73,548.80
Monthly \$		\$5,508.53	\$5,584.80	\$5,610.80	\$5,718.27	\$5,926.27	\$6,129.07
Biweekly \$		\$2,542.40	\$2,577.60	\$2,589.60	\$2,639.20	\$2,735.20	\$2,828.80
Hourly \$		\$31.78	\$32.22	\$32.37	\$32.99	\$34.19	\$35.36
RSAM - Expert							
Annual \$		\$67,142.40	\$68,057.60	\$68,369.60	\$69,659.20	\$72,155.20	\$74,588.80
Monthly \$		\$5,595.20	\$5,671.47	\$5,697.47	\$5,804.93	\$6,012.93	\$6,215.73
Biweekly \$		\$2,582.40	\$2,617.60	\$2,629.60	\$2,679.20	\$2,775.20	\$2,868.80
Hourly \$		\$32.28	\$32.72	\$32.87	\$33.49	\$34.69	\$35.86
RSAM - Mastery							
Annual \$		\$67,662.40	\$68,577.60	\$68,889.60	\$70,179.20	\$72,675.20	\$75,108.80
Monthly \$		\$5,638.53	\$5,714.80	\$5,740.80	\$5,848.27	\$6,056.27	\$6,259.07
Biweekly \$		\$2,602.40	\$2,637.60	\$2,649.60	\$2,699.20	\$2,795.20	\$2,888.80
Hourly \$		\$32.53	\$32.97	\$33.12	\$33.74	\$34.94	\$36.11
RSAM - Mastery+							
Annual \$		\$68,702.40	\$69,617.60	\$69,929.60	\$71,219.20	\$73,715.20	\$76,148.80
Monthly \$		\$5,725.20	\$5,801.47	\$5,827.47	\$5,934.93	\$6,142.93	\$6,345.73
Biweekly \$		\$2,642.40	\$2,677.60	\$2,689.60	\$2,739.20	\$2,835.20	\$2,928.80
Hourly \$		\$33.03	\$33.47	\$33.62	\$34.24	\$35.44	\$36.61
N4							
Annual \$		\$77,292.80	\$79,996.80	\$82,804.80	\$85,696.00	\$88,670.40	\$91,811.20
Monthly \$		\$6,441.07	\$6,666.40	\$6,900.40	\$7,141.33	\$7,389.20	\$7,650.93
Biweekly \$		\$2,972.80	\$3,076.80	\$3,184.80	\$3,296.00	\$3,410.40	\$3,531.20
Hourly \$		\$37.16	\$38.46	\$39.81	\$41.20	\$42.63	\$44.14
N5 - Midwives							
Annual \$					\$102,502.40	\$104,145.60	\$105,892.80
Monthly \$					\$8,541.87	\$8,678.80	\$8,824.40
Biweekly \$					\$3,942.40	\$4,005.60	\$4,072.80
Hourly \$					\$49.28	\$50.07	\$50.91

SCHEDULE A October 10, 2018 – June 30, 2019

Pay Grade	Minimum	7	8	9	10	11	12	13	14
Level A									
Annual \$	\$63,918.40								
Monthly \$	\$5,326.53								
Biweekly \$	\$2,458.40								
Hourly \$	\$30.73								
Level C									
Annual \$		\$73,985.60	\$76,544.00	\$79,227.20	\$81,993.60	\$84,864.00	\$93,600.00	\$99,132.80	\$101,108.80
Monthly \$		\$6,165.47	\$6,378.67	\$6,602.27	\$6,832.80	\$7,072.00	\$7,800.00	\$8,261.07	\$8,425.73
Biweekly \$		\$2,845.60	\$2,944.00	\$3,047.20	\$3,153.60	\$3,264.00	\$3,600.00	\$3,812.80	\$3,888.80
Hourly \$		\$35.57	\$36.80	\$38.09	\$39.42	\$40.80	\$45.00	\$47.66	\$48.61
Level D									
Annual \$		\$76,065.60	\$78,624.00	\$81,307.20	\$84,073.60	\$86,944.00	\$95,680.00	\$102,856.00	\$104,832.00
Monthly \$		\$6,338.80	\$6,552.00	\$6,775.60	\$7,006.13	\$7,245.33	\$7,973.33	\$8,571.33	\$8,736.00
Biweekly \$		\$2,925.60	\$3,024.00	\$3,127.20	\$3,233.60	\$3,344.00	\$3,680.00	\$3,956.00	\$4,032.00
Hourly \$		\$36.57	\$37.80	\$39.09	\$40.42	\$41.80	\$46.00	\$49.45	\$50.40
Level E									
Annual \$		\$77,105.60	\$79,664.00	\$82,347.20	\$85,113.60	\$87,984.00	\$96,720.00	\$104,603.20	\$106,579.20
Monthly \$		\$6,425.47	\$6,638.67	\$6,862.27	\$7,092.80	\$7,332.00	\$8,060.00	\$8,716.93	\$8,881.60
Biweekly \$		\$2,965.60	\$3,064.00	\$3,167.20	\$3,273.60	\$3,384.00	\$3,720.00	\$4,023.20	\$4,099.20
Hourly \$		\$37.07	\$38.30	\$39.59	\$40.92	\$42.30	\$46.50	\$50.29	\$51.24
Level F									
Annual \$		\$78,145.60	\$80,704.00	\$83,387.20	\$86,153.60	\$89,024.00	\$97,760.00	\$105,643.20	\$107,619.20
Monthly \$		\$6,512.13	\$6,725.33	\$6,948.93	\$7,179.47	\$7,418.67	\$8,146.67	\$8,803.60	\$8,968.27
Biweekly \$		\$3,005.60	\$3,104.00	\$3,207.20	\$3,313.60	\$3,424.00	\$3,760.00	\$4,063.20	\$4,139.20
Hourly \$		\$37.57	\$38.80	\$40.09	\$41.42	\$42.80	\$47.00	\$50.79	\$51.74
RSAM - Competent									
Annual \$		\$76,065.60	\$78,624.00	\$81,307.20	\$84,073.60	\$86,944.00	\$95,680.00	\$102,856.00	\$104,832.00
Monthly \$		\$6,338.80	\$6,552.00	\$6,775.60	\$7,006.13	\$7,245.33	\$7,973.33	\$8,571.33	\$8,736.00
Biweekly \$		\$2,925.60	\$3,024.00	\$3,127.20	\$3,233.60	\$3,344.00	\$3,680.00	\$3,956.00	\$4,032.00
Hourly \$		\$36.57	\$37.80	\$39.09	\$40.42	\$41.80	\$46.00	\$49.45	\$50.40
RSAM - Expert									
Annual \$		\$77,105.60	\$79,664.00	\$82,347.20	\$85,113.60	\$87,984.00	\$96,720.00	\$103,896.00	\$105,872.00
Monthly \$		\$6,425.47	\$6,638.67	\$6,862.27	\$7,092.80	\$7,332.00	\$8,060.00	\$8,658.00	\$8,822.67
Biweekly \$		\$2,965.60	\$3,064.00	\$3,167.20	\$3,273.60	\$3,384.00	\$3,720.00	\$3,996.00	\$4,072.00
Hourly \$		\$37.07	\$38.30	\$39.59	\$40.92	\$42.30	\$46.50	\$49.95	\$50.90
RSAM - Mastery									
Annual \$		\$77,625.60	\$80,184.00	\$82,867.20	\$85,633.60	\$88,504.00	\$97,240.00	\$104,603.20	\$106,579.20
Monthly \$		\$6,468.80	\$6,682.00	\$6,905.60	\$7,136.13	\$7,375.33	\$8,103.33	\$8,716.93	\$8,881.60
Biweekly \$		\$2,985.60	\$3,084.00	\$3,187.20	\$3,293.60	\$3,404.00	\$3,740.00	\$4,023.20	\$4,099.20
Hourly \$		\$37.32	\$38.55	\$39.84	\$41.17	\$42.55	\$46.75	\$50.29	\$51.24
RSAM - Mastery+									
Annual \$		\$78,665.60	\$81,224.00	\$83,907.20	\$86,673.60	\$89,544.00	\$98,280.00	\$105,643.20	\$107,619.20
Monthly \$		\$6,555.47	\$6,768.67	\$6,992.27	\$7,222.80	\$7,462.00	\$8,190.00	\$8,803.60	\$8,968.27
Biweekly \$		\$3,025.60	\$3,124.00	\$3,227.20	\$3,333.60	\$3,444.00	\$3,780.00	\$4,063.20	\$4,139.20
Hourly \$		\$37.82	\$39.05	\$40.34	\$41.67	\$43.05	\$47.25	\$50.79	\$51.74
N4									
Annual \$		\$95,014.40	\$98,300.80	\$101,732.80	\$105,310.40	\$108,992.00	\$112,798.40	\$116,750.40	\$119,080.00
Monthly \$		\$7,917.87	\$8,191.73	\$8,477.73	\$8,775.87	\$9,082.67	\$9,399.87	\$9,729.20	\$9,923.33
Biweekly \$		\$3,654.40	\$3,780.80	\$3,912.80	\$4,050.40	\$4,192.00	\$4,338.40	\$4,490.40	\$4,580.00
Hourly \$		\$45.68	\$47.26	\$48.91	\$50.63	\$52.40	\$54.23	\$56.13	\$57.25
N5 - Midwives									
Annual \$		\$107,848.00	\$111,529.60	\$115,918.40	\$118,227.20	\$122,387.20	\$126,630.40	\$131,081.60	\$133,702.40
Monthly \$		\$8,987.33	\$9,294.13	\$9,659.87	\$9,852.27	\$10,198.93	\$10,552.53	\$10,923.47	\$11,141.87
Biweekly \$		\$4,148.00	\$4,289.60	\$4,458.40	\$4,547.20	\$4,707.20	\$4,870.40	\$5,041.60	\$5,142.40
Hourly \$		\$51.85	\$53.62	\$55.73	\$56.84	\$58.84	\$60.88	\$63.02	\$64.28

616. SCHEDULE B – July 1, 2019 – June 30, 2020

Pay Grade	Minimum	1	2	3	4	5	6
Level A							
Annual \$	\$65,840.24						
Monthly \$	\$5,486.69						
Biweekly \$	\$2,532.32						
Hourly \$	\$31.65						
Level C							
Annual \$		\$65,950.55	\$66,878.35	\$67,213.38	\$68,527.75	\$71,104.95	\$73,604.84
Monthly \$		\$5,495.88	\$5,573.20	\$5,601.12	\$5,710.65	\$5,925.41	\$6,133.74
Biweekly \$		\$2,536.56	\$2,572.24	\$2,585.13	\$2,635.68	\$2,734.81	\$2,830.96
Hourly \$		\$31.71	\$32.15	\$32.31	\$32.95	\$34.19	\$35.39
Level D							
Annual \$		\$68,030.55	\$68,958.35	\$69,293.38	\$70,607.75	\$73,184.95	\$75,684.84
Monthly \$		\$5,669.21	\$5,746.53	\$5,774.45	\$5,883.98	\$6,098.75	\$6,307.07
Biweekly \$		\$2,616.56	\$2,652.24	\$2,665.13	\$2,715.68	\$2,814.81	\$2,910.96
Hourly \$		\$32.71	\$33.15	\$33.31	\$33.95	\$35.19	\$36.39
Level E							
Annual \$		\$69,070.55	\$69,998.35	\$70,333.38	\$71,647.75	\$74,224.95	\$76,724.84
Monthly \$		\$5,755.88	\$5,833.20	\$5,861.12	\$5,970.65	\$6,185.41	\$6,393.74
Biweekly \$		\$2,656.56	\$2,692.24	\$2,705.13	\$2,755.68	\$2,854.81	\$2,950.96
Hourly \$		\$33.21	\$33.65	\$33.81	\$34.45	\$35.69	\$36.89
Level F							
Annual \$		\$70,110.55	\$71,038.35	\$71,373.38	\$72,687.75	\$75,264.95	\$77,764.84
Monthly \$		\$5,842.55	\$5,919.86	\$5,947.78	\$6,057.31	\$6,272.08	\$6,480.40
Biweekly \$		\$2,696.56	\$2,732.24	\$2,745.13	\$2,795.68	\$2,894.81	\$2,990.96
Hourly \$		\$33.71	\$34.15	\$34.31	\$34.95	\$36.19	\$37.39
RSAM - Competent							
Annual \$		\$68,030.55	\$68,958.35	\$69,293.38	\$70,607.75	\$73,184.95	\$75,684.84
Monthly \$		\$5,669.21	\$5,746.53	\$5,774.45	\$5,883.98	\$6,098.75	\$6,307.07
Biweekly \$		\$2,616.56	\$2,652.24	\$2,665.13	\$2,715.68	\$2,814.81	\$2,910.96
Hourly \$		\$32.71	\$33.15	\$33.31	\$33.95	\$35.19	\$36.39
RSAM - Expert							
Annual \$		\$69,070.55	\$69,998.35	\$70,333.38	\$71,647.75	\$74,224.95	\$76,724.84
Monthly \$		\$5,755.88	\$5,833.20	\$5,861.12	\$5,970.65	\$6,185.41	\$6,393.74
Biweekly \$		\$2,656.56	\$2,692.24	\$2,705.13	\$2,755.68	\$2,854.81	\$2,950.96
Hourly \$		\$33.21	\$33.65	\$33.81	\$34.45	\$35.69	\$36.89
RSAM - Mastery							
Annual \$		\$69,590.55	\$70,518.35	\$70,853.38	\$72,167.75	\$74,744.95	\$77,244.84
Monthly \$		\$5,799.21	\$5,876.53	\$5,904.45	\$6,013.98	\$6,228.75	\$6,437.07
Biweekly \$		\$2,676.56	\$2,712.24	\$2,725.13	\$2,775.68	\$2,874.81	\$2,970.96
Hourly \$		\$33.46	\$33.90	\$34.06	\$34.70	\$35.94	\$37.14
RSAM - Mastery+							
Annual \$		\$70,630.55	\$71,558.35	\$71,893.38	\$73,207.75	\$75,784.95	\$78,284.84
Monthly \$		\$5,885.88	\$5,963.20	\$5,991.12	\$6,100.65	\$6,315.41	\$6,523.74
Biweekly \$		\$2,716.56	\$2,752.24	\$2,765.13	\$2,815.68	\$2,914.81	\$3,010.96
Hourly \$		\$33.96	\$34.40	\$34.56	\$35.20	\$36.44	\$37.64
N4							
Annual \$		\$79,609.71	\$82,393.09	\$85,279.55	\$88,269.11	\$91,335.98	\$94,557.48
Monthly \$		\$6,634.14	\$6,866.09	\$7,106.63	\$7,355.76	\$7,611.33	\$7,879.79
Biweekly \$		\$3,061.91	\$3,168.97	\$3,279.98	\$3,394.97	\$3,512.92	\$3,636.83
Hourly \$		\$38.27	\$39.61	\$41.00	\$42.44	\$43.91	\$45.46
N5 - Midwives							
Annual \$					\$105,587.89	\$107,263.07	\$109,067.11
Monthly \$					\$8,798.99	\$8,938.59	\$9,088.93
Biweekly \$					\$4,061.07	\$4,125.50	\$4,194.89
Hourly \$					\$50.76	\$51.57	\$52.44

SCHEDULE B – July 1, 2019 – June 30, 2020

Pay Grade	Minimum	7	8	9	10	11	12	13	14
Level A									
Annual \$	\$65,840.24								
Monthly \$	\$5,486.69								
Biweekly \$	\$2,532.32								
Hourly \$	\$31.65								
Level C									
Annual \$		\$76,207.81	\$78,836.55	\$81,594.16	\$84,454.85	\$87,418.63	\$96,413.06	\$102,108.67	\$104,150.85
Monthly \$		\$6,350.65	\$6,569.71	\$6,799.51	\$7,037.90	\$7,284.89	\$8,034.42	\$8,509.06	\$8,679.24
Biweekly \$		\$2,931.07	\$3,032.18	\$3,138.24	\$3,248.26	\$3,362.26	\$3,708.19	\$3,927.26	\$4,005.80
Hourly \$		\$36.64	\$37.90	\$39.23	\$40.60	\$42.03	\$46.35	\$49.09	\$50.07
Level D									
Annual \$		\$78,287.81	\$80,916.55	\$83,674.16	\$86,534.85	\$89,498.63	\$98,493.06	\$105,831.87	\$107,874.05
Monthly \$		\$6,523.98	\$6,743.05	\$6,972.85	\$7,211.24	\$7,458.22	\$8,207.75	\$8,819.32	\$8,989.50
Biweekly \$		\$3,011.07	\$3,112.18	\$3,218.24	\$3,328.26	\$3,442.26	\$3,788.19	\$4,070.46	\$4,149.00
Hourly \$		\$37.64	\$38.90	\$40.23	\$41.60	\$43.03	\$47.35	\$50.88	\$51.86
Level E									
Annual \$		\$79,327.81	\$81,956.55	\$84,714.16	\$87,574.85	\$90,538.63	\$99,533.06	\$107,579.07	\$109,621.25
Monthly \$		\$6,610.65	\$6,829.71	\$7,059.51	\$7,297.90	\$7,544.89	\$8,294.42	\$8,964.92	\$9,135.10
Biweekly \$		\$3,051.07	\$3,152.18	\$3,258.24	\$3,368.26	\$3,482.26	\$3,828.19	\$4,137.66	\$4,216.20
Hourly \$		\$38.14	\$39.40	\$40.73	\$42.10	\$43.53	\$47.85	\$51.72	\$52.70
Level F									
Annual \$		\$80,367.81	\$82,996.55	\$85,754.16	\$88,614.85	\$91,578.63	\$100,573.06	\$108,619.07	\$110,661.25
Monthly \$		\$6,697.32	\$6,916.38	\$7,146.18	\$7,384.57	\$7,631.55	\$8,381.09	\$9,051.59	\$9,221.77
Biweekly \$		\$3,091.07	\$3,192.18	\$3,298.24	\$3,408.26	\$3,522.26	\$3,868.19	\$4,177.66	\$4,256.20
Hourly \$		\$38.64	\$39.90	\$41.23	\$42.60	\$44.03	\$48.35	\$52.22	\$53.20
RSAM - Competent									
Annual \$		\$78,287.81	\$80,916.55	\$83,674.16	\$86,534.85	\$89,498.63	\$98,493.06	\$105,831.87	\$107,874.05
Monthly \$		\$6,523.98	\$6,743.05	\$6,972.85	\$7,211.24	\$7,458.22	\$8,207.75	\$8,819.32	\$8,989.50
Biweekly \$		\$3,011.07	\$3,112.18	\$3,218.24	\$3,328.26	\$3,442.26	\$3,788.19	\$4,070.46	\$4,149.00
Hourly \$		\$37.64	\$38.90	\$40.23	\$41.60	\$43.03	\$47.35	\$50.88	\$51.86
RSAM - Expert									
Annual \$		\$79,327.81	\$81,956.55	\$84,714.16	\$87,574.85	\$90,538.63	\$99,533.06	\$106,871.87	\$108,914.05
Monthly \$		\$6,610.65	\$6,829.71	\$7,059.51	\$7,297.90	\$7,544.89	\$8,294.42	\$8,905.99	\$9,076.17
Biweekly \$		\$3,051.07	\$3,152.18	\$3,258.24	\$3,368.26	\$3,482.26	\$3,828.19	\$4,110.46	\$4,189.00
Hourly \$		\$38.14	\$39.40	\$40.73	\$42.10	\$43.53	\$47.85	\$51.38	\$52.36
RSAM - Mastery									
Annual \$		\$79,847.81	\$82,476.55	\$85,234.16	\$88,094.85	\$91,058.63	\$100,053.06	\$107,579.07	\$109,621.25
Monthly \$		\$6,653.98	\$6,873.05	\$7,102.85	\$7,341.24	\$7,588.22	\$8,337.75	\$8,964.92	\$9,135.10
Biweekly \$		\$3,071.07	\$3,172.18	\$3,278.24	\$3,388.26	\$3,502.26	\$3,848.19	\$4,137.66	\$4,216.20
Hourly \$		\$38.39	\$39.65	\$40.98	\$42.35	\$43.78	\$48.10	\$51.72	\$52.70
RSAM - Mastery+									
Annual \$		\$80,887.81	\$83,516.55	\$86,274.16	\$89,134.85	\$92,098.63	\$101,093.06	\$108,619.07	\$110,661.25
Monthly \$		\$6,740.65	\$6,959.71	\$7,189.51	\$7,427.90	\$7,674.89	\$8,424.42	\$9,051.59	\$9,221.77
Biweekly \$		\$3,111.07	\$3,212.18	\$3,318.24	\$3,428.26	\$3,542.26	\$3,888.19	\$4,177.66	\$4,256.20
Hourly \$		\$38.89	\$40.15	\$41.48	\$42.85	\$44.28	\$48.60	\$52.22	\$53.20
N4									
Annual \$		\$97,856.29	\$101,258.20	\$104,788.96	\$108,474.36	\$112,262.84	\$116,180.19	\$120,252.16	\$122,657.20
Monthly \$		\$8,154.69	\$8,438.18	\$8,732.41	\$9,039.53	\$9,355.24	\$9,681.68	\$10,021.01	\$10,221.43
Biweekly \$		\$3,763.70	\$3,894.55	\$4,030.34	\$4,172.09	\$4,317.80	\$4,468.47	\$4,625.08	\$4,717.58
Hourly \$		\$47.05	\$48.68	\$50.38	\$52.15	\$53.97	\$55.86	\$57.81	\$58.97
N5 - Midwives									
Annual \$		\$111,077.33	\$114,865.81	\$119,401.69	\$121,772.71	\$126,050.86	\$130,432.10	\$135,019.52	\$137,719.91
Monthly \$		\$9,256.44	\$9,572.15	\$9,950.14	\$10,147.73	\$10,504.24	\$10,869.34	\$11,251.63	\$11,476.66
Biweekly \$		\$4,272.20	\$4,417.92	\$4,592.37	\$4,683.57	\$4,848.11	\$5,016.62	\$5,193.06	\$5,296.92
Hourly \$		\$53.40	\$55.22	\$57.40	\$58.54	\$60.60	\$62.71	\$64.91	\$66.21

617. SCHEDULE C – July 1, 2020 – June 30, 2021

Pay Grade	Minimum	1	2	3	4	5	6
Level A							
Annual \$	\$67,815.44						
Monthly \$	\$5,651.29						
Biweekly \$	\$2,608.29						
Hourly \$	\$32.60						
Level C							
Annual \$		\$67,929.07	\$68,884.70	\$69,229.78	\$70,583.59	\$73,238.10	\$75,812.98
Monthly \$		\$5,660.76	\$5,740.39	\$5,769.15	\$5,881.97	\$6,103.18	\$6,317.75
Biweekly \$		\$2,612.66	\$2,649.41	\$2,662.68	\$2,714.75	\$2,816.85	\$2,915.88
Hourly \$		\$32.66	\$33.12	\$33.28	\$33.93	\$35.21	\$36.45
Level D							
Annual \$		\$70,009.07	\$70,964.70	\$71,309.78	\$72,663.59	\$75,318.10	\$77,892.98
Monthly \$		\$5,834.09	\$5,913.72	\$5,942.48	\$6,055.30	\$6,276.51	\$6,491.08
Biweekly \$		\$2,692.66	\$2,729.41	\$2,742.68	\$2,794.75	\$2,896.85	\$2,995.88
Hourly \$		\$33.66	\$34.12	\$34.28	\$34.93	\$36.21	\$37.45
Level E							
Annual \$		\$71,049.07	\$72,004.70	\$72,349.78	\$73,703.59	\$76,358.10	\$78,932.98
Monthly \$		\$5,920.76	\$6,000.39	\$6,029.15	\$6,141.97	\$6,363.18	\$6,577.75
Biweekly \$		\$2,732.66	\$2,769.41	\$2,782.68	\$2,834.75	\$2,936.85	\$3,035.88
Hourly \$		\$34.16	\$34.62	\$34.78	\$35.43	\$36.71	\$37.95
Level F							
Annual \$		\$72,089.07	\$73,044.70	\$73,389.78	\$74,743.59	\$77,398.10	\$79,972.98
Monthly \$		\$6,007.42	\$6,087.06	\$6,115.82	\$6,228.63	\$6,449.84	\$6,664.42
Biweekly \$		\$2,772.66	\$2,809.41	\$2,822.68	\$2,874.75	\$2,976.85	\$3,075.88
Hourly \$		\$34.66	\$35.12	\$35.28	\$35.93	\$37.21	\$38.45
RSAM - Competent							
Annual \$		\$70,009.07	\$70,964.70	\$71,309.78	\$72,663.59	\$75,318.10	\$77,892.98
Monthly \$		\$5,834.09	\$5,913.72	\$5,942.48	\$6,055.30	\$6,276.51	\$6,491.08
Biweekly \$		\$2,692.66	\$2,729.41	\$2,742.68	\$2,794.75	\$2,896.85	\$2,995.88
Hourly \$		\$33.66	\$34.12	\$34.28	\$34.93	\$36.21	\$37.45
RSAM - Expert							
Annual \$		\$71,049.07	\$72,004.70	\$72,349.78	\$73,703.59	\$76,358.10	\$78,932.98
Monthly \$		\$5,920.76	\$6,000.39	\$6,029.15	\$6,141.97	\$6,363.18	\$6,577.75
Biweekly \$		\$2,732.66	\$2,769.41	\$2,782.68	\$2,834.75	\$2,936.85	\$3,035.88
Hourly \$		\$34.16	\$34.62	\$34.78	\$35.43	\$36.71	\$37.95
RSAM - Mastery							
Annual \$		\$71,569.07	\$72,524.70	\$72,869.78	\$74,223.59	\$76,878.10	\$79,452.98
Monthly \$		\$5,964.09	\$6,043.72	\$6,072.48	\$6,185.30	\$6,406.51	\$6,621.08
Biweekly \$		\$2,752.66	\$2,789.41	\$2,802.68	\$2,854.75	\$2,956.85	\$3,055.88
Hourly \$		\$34.41	\$34.87	\$35.03	\$35.68	\$36.96	\$38.20
RSAM - Mastery+							
Annual \$		\$72,609.07	\$73,564.70	\$73,909.78	\$75,263.59	\$77,918.10	\$80,492.98
Monthly \$		\$6,050.76	\$6,130.39	\$6,159.15	\$6,271.97	\$6,493.18	\$6,707.75
Biweekly \$		\$2,792.66	\$2,829.41	\$2,842.68	\$2,894.75	\$2,996.85	\$3,095.88
Hourly \$		\$34.91	\$35.37	\$35.53	\$36.18	\$37.46	\$38.70
N4							
Annual \$		\$81,998.01	\$84,864.88	\$87,837.94	\$90,917.18	\$94,076.05	\$97,394.20
Monthly \$		\$6,833.17	\$7,072.07	\$7,319.83	\$7,576.43	\$7,839.67	\$8,116.18
Biweekly \$		\$3,153.77	\$3,264.03	\$3,378.38	\$3,496.81	\$3,618.31	\$3,745.93
Hourly \$		\$39.42	\$40.80	\$42.23	\$43.71	\$45.23	\$46.82
N5 - Midwives							
Annual \$					\$108,755.53	\$110,480.96	\$112,339.13
Monthly \$					\$9,062.96	\$9,206.75	\$9,361.59
Biweekly \$					\$4,182.90	\$4,249.27	\$4,320.74
Hourly \$					\$52.29	\$53.12	\$54.01

SCHEDULE C – July 1, 2020 – June 30, 2021

Pay Grade	Minimum	7	8	9	10	11	12	13	14
Level A									
Annual \$	\$67,815.44								
Monthly \$	\$5,651.29								
Biweekly \$	\$2,608.29								
Hourly \$	\$32.60								
Level C									
Annual \$		\$78,494.04	\$81,201.65	\$84,041.98	\$86,988.50	\$90,041.19	\$99,305.45	\$105,171.93	\$107,275.37
Monthly \$		\$6,541.17	\$6,766.80	\$7,003.50	\$7,249.04	\$7,503.43	\$8,275.45	\$8,764.33	\$8,939.61
Biweekly \$		\$3,019.00	\$3,123.14	\$3,232.38	\$3,345.71	\$3,463.12	\$3,819.44	\$4,045.07	\$4,125.98
Hourly \$		\$37.74	\$39.04	\$40.40	\$41.82	\$43.29	\$47.74	\$50.56	\$51.57
Level D									
Annual \$		\$80,574.04	\$83,281.65	\$86,121.98	\$89,068.50	\$92,121.19	\$101,385.45	\$108,895.13	\$110,998.57
Monthly \$		\$6,714.50	\$6,940.14	\$7,176.83	\$7,422.37	\$7,676.77	\$8,448.79	\$9,074.59	\$9,249.88
Biweekly \$		\$3,099.00	\$3,203.14	\$3,312.38	\$3,425.71	\$3,543.12	\$3,899.44	\$4,188.27	\$4,269.18
Hourly \$		\$38.74	\$40.04	\$41.40	\$42.82	\$44.29	\$48.74	\$52.35	\$53.36
Level E									
Annual \$		\$81,614.04	\$84,321.65	\$87,161.98	\$90,108.50	\$93,161.19	\$102,425.45	\$110,642.33	\$112,745.77
Monthly \$		\$6,801.17	\$7,026.80	\$7,263.50	\$7,509.04	\$7,763.43	\$8,535.45	\$9,220.19	\$9,395.48
Biweekly \$		\$3,139.00	\$3,243.14	\$3,352.38	\$3,465.71	\$3,583.12	\$3,939.44	\$4,255.47	\$4,336.38
Hourly \$		\$39.24	\$40.54	\$41.90	\$43.32	\$44.79	\$49.24	\$53.19	\$54.20
Level F									
Annual \$		\$82,654.04	\$85,361.65	\$88,201.98	\$91,148.50	\$94,201.19	\$103,465.45	\$111,682.33	\$113,785.77
Monthly \$		\$6,887.84	\$7,113.47	\$7,350.17	\$7,595.71	\$7,850.10	\$8,622.12	\$9,306.86	\$9,482.15
Biweekly \$		\$3,179.00	\$3,283.14	\$3,392.38	\$3,505.71	\$3,623.12	\$3,979.44	\$4,295.47	\$4,376.38
Hourly \$		\$39.74	\$41.04	\$42.40	\$43.82	\$45.29	\$49.74	\$53.69	\$54.70
RSAM - Competent									
Annual \$		\$80,574.04	\$83,281.65	\$86,121.98	\$89,068.50	\$92,121.19	\$101,385.45	\$108,895.13	\$110,998.57
Monthly \$		\$6,714.50	\$6,940.14	\$7,176.83	\$7,422.37	\$7,676.77	\$8,448.79	\$9,074.59	\$9,249.88
Biweekly \$		\$3,099.00	\$3,203.14	\$3,312.38	\$3,425.71	\$3,543.12	\$3,899.44	\$4,188.27	\$4,269.18
Hourly \$		\$38.74	\$40.04	\$41.40	\$42.82	\$44.29	\$48.74	\$52.35	\$53.36
RSAM - Expert									
Annual \$		\$81,614.04	\$84,321.65	\$87,161.98	\$90,108.50	\$93,161.19	\$102,425.45	\$109,935.13	\$112,038.57
Monthly \$		\$6,801.17	\$7,026.80	\$7,263.50	\$7,509.04	\$7,763.43	\$8,535.45	\$9,161.26	\$9,336.55
Biweekly \$		\$3,139.00	\$3,243.14	\$3,352.38	\$3,465.71	\$3,583.12	\$3,939.44	\$4,228.27	\$4,309.18
Hourly \$		\$39.24	\$40.54	\$41.90	\$43.32	\$44.79	\$49.24	\$52.85	\$53.86
RSAM - Mastery									
Annual \$		\$82,134.04	\$84,841.65	\$87,681.98	\$90,628.50	\$93,681.19	\$102,945.45	\$110,642.33	\$112,745.77
Monthly \$		\$6,844.50	\$7,070.14	\$7,306.83	\$7,552.37	\$7,806.77	\$8,578.79	\$9,220.19	\$9,395.48
Biweekly \$		\$3,159.00	\$3,263.14	\$3,372.38	\$3,485.71	\$3,603.12	\$3,959.44	\$4,255.47	\$4,336.38
Hourly \$		\$39.49	\$40.79	\$42.15	\$43.57	\$45.04	\$49.49	\$53.19	\$54.20
RSAM - Mastery+									
Annual \$		\$83,174.04	\$85,881.65	\$88,721.98	\$91,668.50	\$94,721.19	\$103,985.45	\$111,682.33	\$113,785.77
Monthly \$		\$6,931.17	\$7,156.80	\$7,393.50	\$7,639.04	\$7,893.43	\$8,665.45	\$9,306.86	\$9,482.15
Biweekly \$		\$3,199.00	\$3,303.14	\$3,412.38	\$3,525.71	\$3,643.12	\$3,999.44	\$4,295.47	\$4,376.38
Hourly \$		\$39.99	\$41.29	\$42.65	\$44.07	\$45.54	\$49.99	\$53.69	\$54.70
N4									
Annual \$		\$100,791.98	\$104,295.94	\$107,932.63	\$111,728.59	\$115,630.73	\$119,665.59	\$123,859.73	\$126,336.92
Monthly \$		\$8,399.33	\$8,691.33	\$8,994.39	\$9,310.72	\$9,635.89	\$9,972.13	\$10,321.64	\$10,528.08
Biweekly \$		\$3,876.61	\$4,011.38	\$4,151.25	\$4,297.25	\$4,447.34	\$4,602.52	\$4,763.84	\$4,859.11
Hourly \$		\$48.46	\$50.14	\$51.89	\$53.72	\$55.59	\$57.53	\$59.55	\$60.74
N5 - Midwives									
Annual \$		\$114,409.65	\$118,311.79	\$122,983.74	\$125,425.89	\$129,832.39	\$134,345.07	\$139,070.10	\$141,851.51
Monthly \$		\$9,534.14	\$9,859.32	\$10,248.64	\$10,452.16	\$10,819.37	\$11,195.42	\$11,589.18	\$11,820.96
Biweekly \$		\$4,400.37	\$4,550.45	\$4,730.14	\$4,824.07	\$4,993.55	\$5,167.12	\$5,348.85	\$5,455.83
Hourly \$		\$55.00	\$56.88	\$59.13	\$60.30	\$62.42	\$64.59	\$66.86	\$68.20

APPENDIX A-1
WAGE SCHEDULES & STEP PLACEMENT FOR
CERTIFIED REGISTERED NURSE ANESTHETIST (N-6)

SECTION A. PAY IMPLEMENTATION

Schedule A – Pay Grade N-6

618. Effective October 1, 2018 the Wage Schedule shall be no less than the amount set forth for each step within pay grade N6 as shown in Schedule A, Paragraph 621.

Schedule B – Pay Grade N-6

619. Effective July 1, 2019 the Wage Schedule shall be no less than the amount set forth for each step within pay grade N6 as shown in Schedule B, Paragraph 622.

Schedule C – Pay Grade N-6

620. Effective July 1, 2020 the Wage Schedule shall be no less than the amount set forth for each step within pay grade N-6 as shown in Schedule C, Paragraph 623.

621. CRNA Schedule A

Schedule A 2018 - 19

Annual \$	\$203,548.77	\$211,280.37
Monthly \$	\$16,962.40	\$17,606.70
Biweekly \$	\$7,828.80	\$8,126.17
Hourly \$	\$97.86	\$101.58

622. CRNA Schedule B

Schedule B 2019 - 20

Annual \$	\$209,655.24	\$217,618.79
Monthly \$	\$17,471.27	\$18,134.90
Biweekly \$	\$8,063.66	\$8,369.95
Hourly \$	\$100.80	\$104.62

623. CRNA Schedule C

Schedule C 2020 – 21

Annual \$	\$215,944.89	\$224,147.35
Monthly \$	\$17,995.41	\$18,678.95
Biweekly \$	\$8,305.57	\$8,621.05
Hourly \$	\$103.82	\$107.76

SECTION B. REVIEW

624. The process for review of step placement for employees in the N-6 pay grade is outlined in Paragraph 612.

SECTION C. STEP PLACEMENT FOR HIRES OR TRANSFERS

- 624A. 1) CRNA's with less than one (1) year CRNA experience will be placed on Step One (1) upon hire into the N6 pay grade and will move to Step Two (2) after one (1) year employment in the N6 pay grade.
 2) CRNA's with one or more years of full-time CRNA experience will be placed on Step Two (2).
 3) Step increases will occur as applicable through June 30, 2021.

**APPENDIX A-2
 WAGE SCHEDULES FOR
 PER DIEM EMPLOYEES**

		Hourly Wage¹³⁹			
	Area	Average hrs./week worked	Schedule A (7/1/2018 – 6/30/2019)	Schedule B (7/1/2019 – 6/30/2020)	Schedule C (7/1/2020 – 6/30/2021)
625A	>1 year of full-time RN experience	0 – 19	\$39.42	\$40.60	\$41.82
		20 – 35	\$40.80	\$42.03	\$43.29
		≥36	\$45.00	\$46.35	\$47.74
	<1 year of full-time RN experience	0 – 40	\$30.78	\$31.71	\$32.66
625B	Expanded Role - RSAM:	0 – 40	\$46.00	\$47.35	\$48.74

¹³⁹ Wages based on Level C- PDF Framework Grid; > than 1-year RN experience at Steps 10, 11, and 12; < 1-year RN experience at Step 1. Expanded Role based on RSAM-Competent Step 12.

**APPENDIX B
CLASSIFICATION TITLES AND PAY GRADES**

	Pay Grade	Classification Code	Job Title
626	N-1	278120	Graduate Nurse
627	Level A	278010	RN level A
	Level C	278040	RN Level C
	Level D	112700	RN Level D
	Level E	112710	RN Level E
	Level F	112750	RN Level F
628	N-3 (RSAM)	112720 - 112728	Clinical Care Coordinator
		112780 - 112788	Educational Nurse Coordinator
		112800 - 112808	Flight Nurse Specialist
		112810 -112818	RN Case Manager
629	N-4	112740	Clinical Nurse IV
		112820	Clinical Nurse Specialist
		112860	Clinical Nurse Consultant
		112840	Educational Nurse Specialist
629A	NP-4	112971 - 112986	Nurse Practitioner
630	N-5	112830	Certified Nurse Midwife
630A	N-6	112900	Certified Registered Nurse Anesthetist
630B	UN	112870	Union Officer

	Pay Grade	Classification Code	Job Title
630C	PD	019997	RN Per Diem Non- Ambulatory Care
630D	PD	019998	RN Per Diem Ambulatory Care
630E	PD	019999	RN Per Diem Expanded Role

<http://hr.umich.edu/compclass/descriptions/nurses.html>

**APPENDIX C
REPRESENTATION AREAS**

- 631A. Representation areas can be identified at the UMPNC website.
https://www.mna-umpnc.org/?gclid=CjwKCAjw6qqDBhB-EiwACBs6x6GKniTIA_kltgurGfl_MGO00zeIj_dwTU69lpP7txO-SuFduZ4d0xoCHkoQAvD_BwE

APPENDIX E
CALCULATION OF STRAIGHT DAY SHIFTS

- 637B. Calculation of straight day shifts per Paragraph 124 is as follows:
- 1) Total the number of day shifts per week as though all budgeted positions are filled.
 - 2) Multiply the number of day shifts per week (from 1 above) by 8 to determine the total number of day shift hours required.
 - 3) Multiply the number of total day shift hours required (from 2 above) by 0.4 (40%) to determine the number of hours to be designated as straight day shift hours.
 - 4) Divide the number of hours designated as straight day shift hours (from 3 above) by 40 to determine the number of FTE (full time equivalent) to be designated as straight day shift positions.
 - 5) Use the following chart to determine the number of employees to be assigned to straight day shift. Use the employee's shift length and appointment fraction to determine the Day Shift Fraction for each employee. Subtract the Day Shift Fraction from the number of FTE designated as straight day shift positions (from 4 above). Continue this process until zero or less than zero is achieved.

STRAIGHT DAY SHIFT EXAMPLE

Example:

- a) Assume 50 day shifts per week
- b) 50 shifts x 8 hours = 400 hours
- c) 400 hours x .4 (40%) = 160.0 straight day shift hours
- d) 160 day shift hours divided by 40 hours = 4 FTE to be designated as day shift positions
- e) Employees in seniority order:

Emp.	Shift Length	Hours/Week	Day Shift Fraction	Calculation
A	8	40	1.00	(4-1=3)
B	12	28	.47	(3-.47=2.53)
C	8/12	36	.70	(2.53-.7=1.83)
(3-8's & 4-12's/2 weeks)				
D	8/12	40	.80	(1.83-.8=1.03)
(4-8's & 4-12's/2 weeks)				
E	8	24	.60	(1.03-.6=.43)
F	12	36	.60	(.43-.6=<0)

These six employees would be assigned to straight day shifts.

STRAIGHT DAY SHIFT TABLES

Length of Shift – 8 hours		
Hours/Wk.	# Shifts/2 Wks.	Day Shift Fraction
4	1	.1
8	2	.2
12	3	.3
16	4	.4
20	5	.5
24	6	.6
28	7	.7
32	8	.8
36	9	.9
40	10	1.0
Length of Shift – 10 hours		
5	1	.1
10	2	.2
15	3	.3
20	4	.4
25	5	.5
30	6	.6
35	7	.7
40	8	.8
Length of Shift – 12 hours		
4	1	.07
8	2	.13
12	3	.2
16	4	.27
20	5	.33
24	6	.4
28	7	.47
32	8	.53
36	9	.6
*40	10	.67

*This schedule would incur overtime for non-exempt staff.

Length of Shift – 8 and 12 Hour Combinations			
Hours/Wk.	# 8 Hr. Shifts per weeks	# 12 Hr. Shifts per weeks	Day Shift Fraction
10	1	1	.2
16	1	2	.3
22	1	3	.4
28	1	4	.5
34	1	5	.6
*40	1	6	
14	2	1	.3
20	2	2	.4
26	2	3	.5
32	2	4	.6
**38	2	5	.7
18	3	1	.4
24	3	2	.5
30	3	3	.6
36	3	4	.7
22	4	1	.5
28	4	2	.6
34	4	3	.7
40	4	4	.8
26	5	1	.6
32	5	2	.7
38	5	3	.8
30	6	1	.7
36	6	2	.8
34	7	1	.8
*40	7	2	
***38	8	1	.9

* These combinations are not possible without paying overtime.

** During 2-week pay period, one week employee has two eight-hour shifts and two twelve-hour shifts. The other week, the employee has three twelve-hour shifts.

*** During 2-week pay period, one week employee has five eight-hour shifts. The other week, the employee has three eight-hour shifts and one twelve-hour shift.

**APPENDIX F
TUITION SUPPORT**

Tuition Support Program
Tuition Reimbursement Process of NON-U of M Class

Start with Tuition for ALL hours registered and registration fee if applicable	Nurse Mary registered for 12 NON-U of M credits, and there was not a registration fee	\$4252.50
Subtract grants, scholarships (Note: Nobody can receive more than the total amount of the paid tuitions and fees)	Mary did not get any grants or scholarships.	\$4252.50 <u>-0.00</u> \$4252.50
There is not a credit calculation for Non U of M		
Determine annual max* allowed in tuition support for Non U of M courses	Max equals 3x the current term max offered to employees not represented by a labor organization. (See SPG)	\$1428.00 <u>x3</u> \$4284.00 (as of 8/1/09)*
Multiply by appointment fraction to get annual maximum allowed.	Mary's appointment is 0.9	\$4284.00 <u>x0.9</u> \$3855.60
Determine allowed tuition/fees (minus grants and scholarships) by multiplying by .75 (needed in each case to make determination based on 477b)	Para. 477b) limits the reimbursement to 75% of the cost of in-state tuition.	\$4252.50 <u>x.75</u> \$3189.38
Finalize amount to be reimbursed based on annual max and prior tuition reimbursements/advances	Mary has not received any prior tuition reimbursements/advances in the fiscal year. Choose whichever amount is less.	In this case the \$3189.38 is less than remaining annual max (\$3855.60). (\$666.22 remains in future annual tuition support within the fiscal year)

* Allows for tuition support in an 'annual' vs. a 'term' amount for the Non-U of M courses. Now allows for the scheduling of traditional and non-traditional terms and classes. Max calculation based on the current SPG and University's calculation for the term of Non-U of M courses.

Tuition Support Program Tuition Reimbursement Process of U of M Class

1. Start with Tuition for ALL hours registered	Nurse Mary registered for 8 U of M credits—one class	\$3632
2. Divide by Total of ALL credit hours registered	Mary registered for 8 credits, so we want to know \$/ credit	$\$3632 \div 8 =$ \$454
3. Multiply by number of credit hours up to 4 only	Although Mary is taking 8 credits, only 4 are eligible for Tuition Reimbursement	$\$454 \times 4 =$ \$1816
4. Add registration fee (applicable amount only)	Eligible fees in this situation are \$80.	1816.00 <u>+ 80.00</u> \$1896.00
5. Multiply by .75 (U of M limit)	Para 477a) limits the reimbursement to .75% of the cost	\$1896 <u>x.75</u> \$1422
6. Multiply by appointment fraction to get the amount eligible for Tuition Reimbursement	Mary's appointment is .9	\$1422 <u>x.9</u> \$1279.80
7. Determine total bill for All credits plus registration fees		\$3632 <u>+ \$80</u> \$3712
8. Determine the Employee's own expenses once Tuition Reimbursement is applied.	You are now determining Mary's own expenses for the semester	\$3712.00 <u>-\$1279.80</u> \$2432.20
9. Final Step: Determine whether grant or scholarship will affect amount of tuition reimbursement: <i>NOTE: Loans that must be paid back by the nurse are not counted in this calculation.</i> <i>Example where financial aids does not affect Tuition Reimbursement→</i> ----- <i>Example where financial aid does affect Tuition Reimbursement→</i>	Deduct total grant and scholarship award from the nurse's own expenses determined in previous step Mary's financial aid: Grant: \$593 Scholarship: \$0 If the calculation above results in a positive number, then the Tuition reimbursement figure from Step 6, applies. ----- If the calculation results in a negative number, then this means the employee's tuition reimbursement must be adjusted by that amount. Subtract that amount from the Tuition reimbursement figure in Step 6 to determine final amount.	$\$2432.20$ <u>-\$593.00</u> \$1839.20 In this case, Mary still owes \$1839.20 on her own, and so the full reimbursement applies (\$1279.80). ----- -- <i>If instead of \$593.00 in Scholarship, Mary received a \$2500 grant,</i> $\$2432.20$ <u>-2500.00</u> -\$67.80 $\$1279.80$ <u>-67.80</u> \$1212.00 <i>In this case, Mary would receive \$1212.00 in Tuition Reimbursement.</i>

Article 42: Tuition Support Program Tuition Reimbursement Process for University of Michigan Class

APPENDIX G

**UMHS/UMPNC
DRC NOTIFICATION CHECKLIST**

*This checklist is a guide to provide a format where available information and documentation that has been obtained is provided to UMPNC prior to the scheduled DRC. We agree that this form and it's supporting information are provided with the scheduling of the DRC and that the DRC should not occur in less than two (2) business days of being requested.

Employee Name: _____
Classification: _____ Employee ID# _____
Date of Hire: _____ Unit: _____
Clinical Nursing Director: _____
Dates of investigatory meetings: _____

Summary of Issue and Information

- ✓ Attach prior action(s)/discipline(s) taken
- ✓ Attach OneStaff report(s) on attendance (if applicable)
- ✓ Attach evaluation(s) or report(s) (if applicable)
- ✓ Attach any audit or investigatory reports
- ✓ Attach any applicable notes or documents provided by the employee

Brief summary of issue(s) or question(s) for DRC

Date sent to UMPNC: _____ Date for DRC: _____ (if established)
cc: UMPNC
HR
Unit file

**MEMORANDUM OF UNDERSTANDING
RETIREMENT INCENTIVE**

638. The purpose of this incentive is to facilitate the Cost Effectiveness Plan. During the term of the Agreement, the parties recognize that the offer of retirement incentives may be made to eligible employees. These incentives may be offered more than once to minimize the need for layoffs, based on the needs of the University. The incentive will include the equivalent of six (6) months base salary with an additional ten percent (10%) lump sum payment, as of the effective date of the employee's retirement. This process will take effect after the parties have met and agreed that significant layoffs may occur.



For the Regents of the
University of Michigan
Michelle T. Sullivan,
Director of Labor Relations

11-12-18

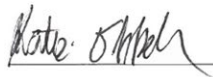
Date



For the Michigan
Nurses Association
Ben Curl

11/12/18

Date



For the University of Michigan
Professional Nurse Council
Katie Oppenheim

11/12/18

Date

**MEMORANDUM OF UNDERSTANDING
CONTAGIOUS DISEASES**

639. In the event that an employee is exposed to a contagious disease and the University prohibits the employee from performing their regularly assigned duties, the University guarantees that the employee will suffer no loss of straight time earnings forty (40) hours per week or pro-rated amount for part-time employees). In this regard, it is understood that the employee, at the discretion of the University, may be assigned alternate work or receive PTO pay provided such pay is available.



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**MEMORANDUM OF UNDERSTANDING
DUAL APPOINTMENTS**


640. An employee as defined by Article 1, Section B who is at the same time appointed for a portion of their effort to a classification(s) or title(s) outside the scope of this Agreement, may, at the employee's option, accrue PTO and be eligible for Supplemental Disability Income for Extended Disability based on the employee's total appointment. The accrual rates and eligibility criteria for these benefits shall be established in Article 29 Paid Time Off, and Article 30 Extended Sick Time Income.
641. This policy will be made available to affected employees and a copy will be given to the Association.



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**MEMORANDUM OF UNDERSTANDING
MILEAGE REIMBURSEMENT**

642. The parties agree that during the term of this Agreement, authorization for mileage reimbursement shall be at the discretion of the University. Employees required to work at more than one location and who must travel between work sites shall be reimbursed for mileage at the same rate as for other University employees for miles traveled from one work site to another.¹⁴⁰



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¹⁴⁰ See Agreement for Dispute MNA 11-04

**MEMORANDUM OF UNDERSTANDING
HOME CARE SERVICES
LEASE CAR ASSIGNMENT, MILEAGE THRESHOLD
AND REIMBURSEMENT**

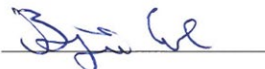
643. A University lease car may be provided to an employee who drives greater than a mutually agreed upon threshold of average miles per month, at the University's discretion. Home Care Services and UMPNC will periodically review and jointly agree to the mileage threshold at which lease vehicles will be offered to an employee, subject to the availability of a vehicle.
644. Lease Vehicle Opt-Out: If an employee declines a lease care, he/she will be reimbursed at the current University lease vehicle rate, plus the cost of gasoline used for business purposes.
1. In order to be reimbursed the employee will submit beginning and ending odometer readings each month. A report is then generated to identify business miles driven by the employee. That amount is divided by the total number of miles the employee has driven, to arrive at the percentage of gas that will be reimbursed.
645. Actual mileage reimbursement at the University reimbursement rate will be paid for employees who do not qualify for, or who have not been offered a lease car.
646. An employee with a lease car has the option to drive their private vehicle and receive actual mileage reimbursement during inclement weather if authorized by a supervisor.
647. Expenses incurred related to a lease car, with the exception of gasoline, will be reimbursed within seven business days of submission.



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MEMORANDUM OF UNDERSTANDING
STARTING RATE FOR NEW EMPLOYEES AND TRANSFERS

652. Prior to implementing any changes in the method used to determine the Starting Rate for a new employee, the University will discuss the matter with the Association and invite comments through the Conference Procedure provided in Article 48, Conferences.
- 652A. Employees who are hired or transfer into the bargaining unit shall be placed on a salary step commensurate with their Registered Nurse experience except as noted in Paragraph 652B.
- 652B. 1) New hires who are graduates of a registered professional nursing program and who are awaiting State of Michigan licensure will be placed in the Graduate Nurse classification.
- 2) New hires or transfers accepting a formal internship or retraining program will be paid at a rate that is five per cent (5%) lower than their calculated experience step placement for the duration of the internship or retraining program.¹⁴¹
- 3) New hires with RN experience will be placed in the Professional Development Framework at Level A (278010) with less than 12 months RN experience and Level C (278040) with 12 months or greater RN experience.
- 4) New hires and transfers into the classification of Nurse Practitioner will be placed on a salary scale according to the terms of the Memorandum of Understanding for Nurse Practitioners.¹⁴²
- 5) New hires into the classification of Certified Nurse Midwife will be placed on the step in the N5 pay grade that provides at least a five per cent (5%) base wage increase over the calculated step placement in the Professional Development Framework Level C pay grade plus one additional step on the N-5 wage schedule for each 12 months of applicable Nurse Midwife experience.
- 6) Transfers into the classification of Certified Nurse Midwife will be placed on the step that provides at least a five per cent (5%) increase plus one additional step on the N-5 wage schedule for each 12 months of applicable Nurse Midwife experience.
- 7) New hires or transfers into the classification of Certified Registered Nurse Anesthetist will be placed according to Paragraph 624A.
653. In this connection, a principle to be included in the method used to determine the Starting Rate for a new employee in the bargaining unit shall be that the new employee will not be hired at a Starting Rate that is greater than any current employee in the bargaining unit in the same classification with equivalent experience.

¹⁴¹ See Addendum D, Professional Development Framework for internship compensation as of July 1, 2006

¹⁴² See Article 53A – Nurse Practitioners

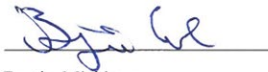
654. One full month of credit will be given for each month of full-time employment as a Registered Nurse. Less than full-time employment as a Registered Nurse will be given the corresponding prorated credit.¹⁴³ However, it is understood that this change does not limit the University's ability to change the methodology for determining starting rates in the future as set forth in Paragraph 652. This Agreement will be applied prospectively and there will be no salary review or change in any salary, which was established before July 29, 1985 as a result of this change in methodology.



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MEMORANDUM OF UNDERSTANDING CERTIFIED NURSE MIDWIVES

655. This confirms our Agreement that Certified Nurse Midwives will be paid according to the N-5 wage schedule, Article 16 (Shift Premium), and Article 15 (Overtime).


It is understood that Article 17 (On-Call systems and Pay) does not apply currently to the Certified Nurse Midwives practice.



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¹⁴³ See Intent Note for Paragraph 654

**MEMORANDUM OF UNDERSTANDING
WEEKENDS**

656. The parties agree that for the purpose of implementing Article 13 (Staffing and Scheduling, Weekends) the weekend periods shall be counted in blocks of four beginning on June 16 & 17, 2018.



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**MEMORANDUM OF UNDERSTANDING
TUITION LOAN**

671. In the event the University develops a Tuition Loan Program, this program will be offered to the Association.

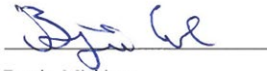
671A. The University and the Association will jointly investigate the feasibility of an endowment fund for the purpose of establishing a tuition loan program for employees.



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**MEMORANDUM OF UNDERSTANDING
UNIT RECONFIGURATION**

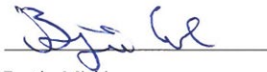
- 675. In the event a patient population and/or service is to be reconfigured within the University, the Association and the University shall meet to determine the mechanism to resolve the placement of individuals in available positions in the newly configured units, and other issues that arise as a consequence of the reconfiguration prior to implementation. Topics for discussion should include, but need not be limited to: Shift preference, PTO and holiday scheduling, seniority ranking, retention of classification, demotion and/or reduction-in-force, and employees on leaves of absence¹⁴⁴.
- 676. Representatives of the Association shall not suffer loss of time or pay for participation in meetings related to this issue.
- 676A. For purposes of cross training for merged or reconfigured units, adequate time will be allowed for orientation to meet necessary clinical competencies for the patient population. If a temporary change of shift, at the request of the University is required, there will be no loss in pay, including shift differentials, bonuses and premiums. Part-time appointment hours may be adjusted for orientation.
- 676B. Employees with the highest seniority on a merged or reconfigured unit will have first priority for voluntary reduction-in-force status.



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**MEMORANDUM OF UNDERSTANDING
WORKFORCE TRANSITION**

- 697. When a workforce transition need is identified, a joint Association and University leadership group will meet to develop a workforce transition plan that identifies expected outcomes, strategies to achieve them, evaluation component and defined time frames. Planning groups will include employees and will address the timing of transitions, training needs and ways to meet them

¹⁴⁴ See Paragraph 292

and an orientation plan. During transition planning, the Association and the University will meet to work through seniority and other workforce transition issues needing clarification. As the transition plan is being developed, the University will provide ongoing, timely information to employees related to how transitions will affect them.


- 697A. Information will be shared with the Association leadership on changing structures and endeavors of the University while providing training opportunities in forecasted growth areas. The Association and the University will be jointly involved with the planning (strategic).
698. It is recognized that content and role expertise can be learned; therefore, decisions regarding potential job opportunities shall demonstrate flexibility and openness. Relevant training programs will be identified and/or developed to assist employees in the transition process, if needed. These will include, but are not limited to:
- Inpatient nurses may be given an opportunity to float to similar outpatient clinics
 - Opportunities will be provided to nurses to gain skills and experience, or observe in emerging and existing areas either through Central Staffing Resource, or on unpaid time. This will allow nurses who are interested to explore other areas prior to making a commitment
699. It is understood that training and orientation will be initiated prior to the completion of the transition. If the transition results in reduction of the working force, resources will be utilized to assist in the placement of displaced employees. Funds will be solicited to support nurses in the training and development associated with career transitions and development. In addition, training programs will be offered to laid off employees for needs in new practice areas, i.e. primary care, community, and new technology.¹⁴⁵



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¹⁴⁵ Reference Article 26

**MEMORANDUM OF UNDERSTANDING
PARKING**

700. The University shall maintain a regular, dependable and free shuttle service to offsite University parking sites. A map of all available on and offsite University parking options will be available electronically for all staff. A security escort will be provided upon bargaining unit employee request. The parking lot and sheltered area will be physically lit and well maintained, including snow and ice removal, to the best of their ability. The University will continue, in good faith, to assess the possibility of adding sheltered areas to those lots where they currently do not exist. Employees who are on-call will be able to use the On-Call/Stay Over program. Employees registered for carpooling/vanpooling will be permitted to park on-site, subject to availability and the University's carpooling/vanpooling policy.
701. The Association will continue to appoint a bargaining unit member as representative to the Parking Advisory Committee. The committee will continue to address concerns and seek potential opportunities to improve parking and ensure communications with employees.
702. An employee who can substantiate the inability to access parking will not be disciplined for tardiness related to that claim.



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**MEMORANDUM OF UNDERSTANDING
DUAL CAREER APPOINTMENTS**

703. The term “Dual Career Appointment” means a bargaining unit position, at least one-half of which is funded by the Provost’s Office and/or other sources outside the academic unit, held by an Employee whose appointment is related to the recruitment or retention of the Employee’s partner. The addition of this position will not adversely affect the unit’s/department’s staffing or budget.

The Employer may appoint no more than 1 position for each year of the contract length (eg. 3 year contract equals 3 positions) into Dual Career Appointments during the term of the Agreement.

The Employer will provide the following information to the Union when it appoints an Employee to a Dual Career Appointment: name of Employee, appointing academic unit, Dual Career Appointment status, duration of the appointment, and notice if posting was waived.

The provisions of Article 27, Transfers: Promotions, Demotions & Laterals shall not apply to Dual Career Appointments.

During the course of the Provost Office/ outside funding of a Dual Career Appointment, an Employee in a Dual Career Appointment may not be displaced by another Employee who is subject to layoff or reduction in effort under Article 26, Reduction of the Working Force & Recall Procedures.

An Employee in a Dual Career Appointment is eligible for the unpaid leaves of absence set forth Article 38, Leaves of Absence.

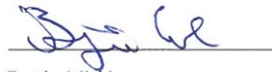
Prior to appointing an Employee in a Dual Career Appointment for any period beyond the period of Provost’s Office/ outside funding, the position shall be posted in accordance with the provisions of Article 27, Transfers: Promotions, Demotions & Laterals.



For the Regents of the
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**MEMORANDUM OF UNDERSTANDING
CRNA PREMIUM PAY**

704. It is understood that there may be circumstances, which create schedule shortfalls for the CRNA's and may have significant business impact. In this regard, an agreement may be negotiated with Department of Anesthesiology, Director of Human Resources, Director of OR/PACU, and Association to address the circumstances and if any incentive is needed. It is understood that any negotiated incentives will not apply to over appointment hours and the agreement will include specific start and end dates.



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**MEMORANDUM OF UNDERSTANDING
CARE MANAGEMENT MODEL**

705. RN Case Manager positions are a part of the unit team integral to the delivery of patient care. The role is positioned at the center of the care of the patient, closely aligned with the medical staff in advocating and coordinating the multiple disciplines in planning daily care and post hospital transitions, assessing readmissions, documenting medically unnecessary days, applying utilization review criteria and communicating with payers.

Therefore, the parties have mutually agreed to the following:

1. Staff may be assigned to work in all areas, emergency departments (ED), Adult Medical Observation Unit (AMOU), or inpatient areas. Night shift RN CMs will be responsible for all EDs and AMOU and will support inpatients unit needs.
2. Start times for positions in specific patient care areas may vary dependent on the nature of the patient activity.
3. All positions will have weekend and holiday requirements, with the exception of contractual obligations.
4. Staffing assignments may expand or contract based on the variable activity of the patient locations, inpatient care areas or emergency departments and AMOU. Scheduled shift length will be maintained regardless of which patient care area assigned.

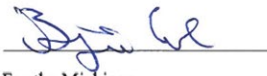
5. Hours of service will be determined by the Care Management leadership team in collaboration with the MPLAN teams on the inpatient units and with emergency department and AMOU nursing and medical leadership teams.
6. All current Practice Management Discharge Planners (PMDP) will have the opportunity to bid on RN Case Manager positions in the new Department of Care Management prior to all others, beginning on or about March 27, 2013. Practice Management Discharge Planners will assume their new appointment fraction on or about April 28, 2013.
7. Current PMDPs will maintain their current pay rate and RSAM level.
8. Current PMDPs [EJ- (EID# 46258142); SW- (EID#35699918); ES- (EID# 55402375)] will not be required to hold or obtain a BSN in order to bid on and maintain an RN Case Manager position.



For the Regents of the
University of Michigan
Michelle T. Sullivan,
Director of Labor Relations

11-12-18

Date



For the Michigan
Nurses Association
Ben Curl

11/12/18

Date



For the University of Michigan
Professional Nurse Council
Katie Oppenheim

11/12/18

Date

MEMORANDUM OF UNDERSTANDING GRADUATE NURSE

710. The Graduate Nurse classification is limited to individuals who are graduates of a registered professional nursing program, and are awaiting State of Michigan licensure. The duration of employment of any one individual in this classification is limited to 45 calendar days (from the date of hire), with the specific purpose of allowing time to take the State Boards in order to obtain a Michigan professional registered nurse license. The University may allow an extension of employment beyond the 45 days should there be a problem in test scheduling. Failure to schedule, successfully complete the state nursing boards, and obtain a Michigan RN license within 45 calendar days of the commencement of employment will result in termination of employment. Such termination will not be subject to the Dispute and Arbitration provisions of this Agreement.
711. During this period, the Graduate Nurse will not accrue seniority. Access to scheduled PTO is at the University's discretion.
712. The Graduate Nurse's title will be changed to Registered Nurse within the Professional Development Framework, and pay adjusted to the minimum rate

of the applicable wage schedule, effective as soon as practical, but not later than the beginning of the first bi-weekly pay period following receipt by the University of evidence of State licensure. Upon licensure, the employee will be subject to the Probationary Period as outlined in Article 25 of this Agreement. Following successful completion of probation, the employee will accrue seniority from the original date of hire as a Graduate Nurse



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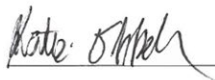
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MEMORANDUM OF UNDERSTANDING AFTER HOURS SCHEDULE

713. The parties agree to the following provisions for any unit choosing to implement an after hours schedule. It is understood that the plan must be based on data and analysis for each unit's needs and a break-even point financially. The base pay will represent a pay schedule that is equal to 50% of the after hours commitment. EX: 20 hours pay / 40 hours after hours schedule, 30 hours pay/60 hours after hours schedule.
- 713A. For each position, the first six (6) months is considered a pilot. After this time frame there is a mutual commitment made by the employee and employer. If after the pilot or the commitment either party wishes to discontinue the after hours schedule, then shift reassignment language applies.¹⁴⁶

REGULAR SCHEDULE OR SCHEDULED AFTER HOURS OBLIGATION

- 713B. There are three potential schedules: Weekend based, off-shift based and a combination of on-call and in-house hours.
- 1) A regular weekend based schedule may include scheduled after hours obligation from Friday evening to Monday morning as determined by the normal business hours on the unit.

¹⁴⁶ See paragraphs 129 & 131A

- 2) A regular off-shift based schedule may include scheduled after hours obligation from the end of normal business hours to the beginning of normal business hours any day of the week. The scheduled after-hours obligation would involve evening and night hours only.
- 3) Another potential schedule may include after hours schedule in combination with some in-house hours during regular business time in order to maintain competence.
- 4) Additionally, the employee may be required to alter this schedule throughout the year in order to complete mandatory programs, educational in-services, competency updates and assessments.

713C. Scheduling stipulations are as follows:

- 1) An employee will be provided a buffer period of sixteen (16) hours before and after the scheduled after hours obligation where there is no work or call.
- 2) An employee who is working this schedule may not work on other units during the scheduled after hours obligation.

713D. Applicable premiums:

- 1) Any actual hours worked after 3 pm and/or after 11 pm will be eligible for shift differential.
- 2) For weekend based employees only: If an employee works on the third weekend or the 5th weekend shift, he/she is eligible for the applicable weekend premium for all actual hours worked over 1 hour. This schedule will not be eligible for straight off shift bonuses.
- 3) For straight off-shift based employees only: The employee is eligible for straight off shift bonuses prorated on a quarterly basis, based on actual time worked.

713F. Overtime/ Over appointment:

- 1) An employee can choose to work additional hours outside the scheduled after hours obligation.
- 2) For the purposes of calculating OT/OA, only the actual hours worked within the scheduled after hours obligation and any additional actual hours worked outside the scheduled after hours obligation will count toward the OT/OA calculation.


713G. Paid Time Off:

- 1) PTO will accrue according to the identified appointment fraction.
- 2) PTO usage will be paid using a proportional calculation.
- 3) Using the principles identified, one (1) hour of scheduled after hours obligation equals one-half (0.5) hour of PTO.

713H. Holidays:

- 1) For Holidays Off:
 - a) The employee will be off the 24 hours of the actual holiday.
 - b) The 24 hours of time off will be covered by on-call with other department staff.

- c) The normal scheduled after hours obligation will be altered to accommodate the holiday off within his/her appointment fraction.
 - d) The employee will be paid holiday pay according to his/her appointment fraction.
- 2) For Holidays On:
- a) The employee will have a scheduled after hours obligation consistent with unit guidelines for the holidays.
 - b) The normal scheduled after hours obligation will be altered to accommodate the holiday coverage.
 - c) The scheduled holiday on will be included in the employees' appointment fraction.
- 3) An employee who is assigned and works on the holiday shall receive either (1) the holiday pay as provided in Section C. or (2) holiday pay for the actual time worked, whichever amount is greater. In addition to this holiday pay, an employee who is assigned and works on the holiday, either will be paid for the time worked at one and one half (1 ½) times the employees hourly rate and shift premium, if applicable,¹⁴⁷ except Christmas day, for which the employee will receive two (2) times the employee's hourly rate and shift premium, if applicable; or (2) receive time off on another day mutually agreeable to the employee's supervisor.



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**MEMORANDUM OF UNDERSTANDING
 FLIGHT NURSE SPECIALIST BONUS AND ELIGIBILITY**

- 714. An employee in the N3 (RSAM) classification of Flight Nurse Specialist will be eligible for a quarterly bonus of \$500.00.
- 715. The above bonus shall be pro-rated for part-time employees. The quarterly bonus periods shall begin on July 1, October 1, January 1, and April 1, as the case may be.

¹⁴⁷ See paragraph 354

716. Eligibility for a bonus payment, in any quarter as defined above, shall be forfeited if a full-time employee is absent for any reason, except for scheduled Paid Time Off or holiday time off, in excess of one hundred twenty (120) hours in a given quarter. Part-time employees shall have absences pro-rated when making this calculation.



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MEMORANDUM OF UNDERSTANDING ADVANCE PRACTICE NURSES RECRUITMENT ISSUES

722. For identified Clinical Nurse Specialist and Nurse Practitioner recruitment shortages, the University and the Association will meet to identify mutually agreeable action plans for recruitment. These programs may include, but are not limited to special differentials for the identified subspecialties.
723. For identified Clinical Nurse Specialist recruitment shortages, the University and the Association will meet to develop a program that will provide support, including but not limited to tuition funding, to assist qualified employees to qualify for promotion to a Clinical Nurse Specialist position.



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**MEMORANDUM OF UNDERSTANDING
ADVANCED PRACTICE EDUCATIONAL PROGRAM**

724. For identified Advanced Practice classifications and/or units with retention indicators that signify a need, the University and the Association agree to provide tuition support for qualified employees as follows:
- 1) Current employees, with at least two years' experience, or other employees with applicable experience, who are enrolled in an accredited Advanced Practice or mutually agreeable educational program;
 - 2) Employee must be willing to make a commitment to continue employment in an Advanced Practice or other identified position at a 32 hour per week appointment for four years following orientation;
 - 3) Tuition support is not to exceed the tuition costs of a mutually agreed upon program; (Coordination of funding received from this program and the University tuition support program is assumed.)
 - 4) Tuition support will be paid over time with 50% at time of enrollment, 25% upon completion of the program and 25% at completion of the four-year work commitment.
725. The University and the Association will establish mutually agreeable selection criteria for the program(s). The number of employees accepted into a program will be limited based upon unit need.



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**MEMORANDUM OF UNDERSTANDING
UNIVERSITY MISSION AND VALUES**

- 726. An education tool and tracking process system to monitor and showcase the impact nurses are making directly in community projects, support, health initiatives, education, prevention, whether done locally or internationally will be developed.

- 726A. The University and UMPNC will look at the charities that the University is currently working with to find a joint charity and develop a collaborative approach to contribute to the charity. The JIT can be used as the place to hold these discussions.

- 726B. In regards to charities, the parties will seek to identify a project or initiative to jointly pursue. The teams will advance any such project or initiative through a process that seeks institutional support or approval as may be needed. A charity is determined annually and may be again utilized in subsequent years.

- 726C. Health and wellness initiatives and opportunities in RAHS community/schools will be jointly identified and worked upon.

- 726D. On an annual basis, the University and the Association members will participate in a community outreach project. The project would be jointly determined, filled by volunteers and not done on paid work time.



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**MEMORANDUM OF UNDERSTANDING
RETIREMENT PLAN**

727. The University agrees to maintain the retiree eligibility age and years of service table as outlined below for employees in the Association for the life of this Agreement. In the event the University amends the service table, the amended provision will not be applied to employees in classifications covered by this Agreement.

Table 1
(valid until 6/29/2014)

AGE	YEARS OF CONTINUOUS SERVICE AS OF LAST DAY OF PAY
50 or younger	30
51	28
52	26
53	24
54	22
55	20
56	18
57	16
58	14
59	12
60	10

Table 2
(effective on 6/30/2014)

Retired On/After	Retirement Eligibility (Age + Years of Service)
June 30, 2014	76 Points
January 1, 2015	77 Points
January 1, 2017	78 Points
January 1, 2019	79 Points
January 1, 2021	80 Points
<p>Part-Time Employees: Starting June 30, 2014, benefits eligible part-time faculty and staff working between 20 and 31.9 hours per week (50% to 79.9% appointment) will earn 0.8 years of service for every full year worked as a part-time employee.</p>	
<p>For Faculty and Staff retiring on/after January 1, 2021: Retirees with 10 years of service will receive 50% of the maximum University Contribution and can earn an additional 10% of the Maximum Contribution with every 2 years of additional service. With 20 years of service, a retiree will have earned 100% of the maximum contribution</p>	


Retirees who were hired on or after July 1, 1988 will continue to pay the full cost of the benefits up to the first of the month following the month they turn age 62.



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MEMORANDUM OF UNDERSTANDING FOR-CAUSE DRUG TESTING

728. This document contains the parties' agreement implementing Paragraph 346A of the collective bargaining agreement.

1. STATEMENT OF INTERESTS

This agreement reflects the joint interests of the University of Michigan and MNA/UMPNC to protect patients, visitors and staff from harm, and is primarily intended to promote rehabilitation rather than corrective action of Registered Nurses who suffer from potentially impairing conditions. (See Intent Note within this MOU) The University and the Association agree that timely and effective identification, assistance, and/or treatment of Registered Nurses with substance use disorders can contribute to the Registered Nurse's ability to meet employment obligations, maintain standards for nursing practice, and provide for the safety of the public. Early identification and assistance may result in successful rehabilitation before employment is in jeopardy. The parties agree to encourage assistance, reinforce confidentiality, and be proactive in preventing substance use disorders in the workplace, while assisting the nurse in regaining and retaining optimal professional functioning consistent with the protection of patients, visitors, and staff.

2. DEFINITIONS

- a. Chemical Dependency - A group of cognitive, behavioral, and psychological symptoms which indicate a Registered Nurse has a substantial lack of or no control over the use of one or more psychoactive substances. (MCL 333.16106a.)
- b. Impairment - The diminished capacity of a Registered Nurse to perform duties while acting in the scope of employment or while on-call. Diminished capacity may result from physical illness, mental illness, cognitive impairment, alcohol abuse, drug abuse, or other conditions

causing a diminished capacity to carry out his or her job duties. A person who is "impaired" under this MOU may not meet the legal definition of "legally impaired."

- c. Legally Impaired - The inability or immediate impending inability of a Registered Nurse to practice his/her profession in a manner that conforms to minimum standards of acceptable and prevailing practice of the profession, due to the Registered Nurse's substance abuse, chemical dependency, or the Registered Nurse's use of drugs or alcohol that does not constitute substance abuse or chemical dependency. (MCL 333.16106a.)
- d. Substance Abuse - The taking of alcohol or other drugs at dosages that place an individual's social, economic, psychological, and physical welfare in potential hazard or to the extent that an individual loses the power of self-control as a result of the use of alcohol or drugs, or which habitually under the influence of alcohol or drugs, endangers public health, morals, safety, welfare, or a combination thereof. (MCL 330.1100d.)

3. OFFICE OF COUNSELING AND WORKPLACE RESILIENCE

The UMHS and MNA/UMPNC have supported the early adoption of the Office of Counseling and Workplace Resilience to assist faculty and staff in the myriad of challenges embedded in delivering healthcare.

The Office of Counseling and Workplace Resilience is staffed with capable clinicians who are knowledgeable about the challenges of healthcare and mental health conditions including substance use disorders which could interfere with providing safe care.

It is estimated that between 8-14% of healthcare professionals have a substance use disorder. In 2001, Robert Wood Johnson declared substance use disorders as the number one health problem in the United States. Substance use disorders, like other chronic illness (ex: hypertension, asthma, and diabetes), respond equally well to treatment.

The Office of Counseling and Workplace Resilience staff is available to provide a safe, confidential space for employees to come and discuss the possibility that they might be wrestling with a substance use disorder. It is not easy to talk about substance use disorders because they often evoke feelings of shame, blame, or fear for one's future. All faculty and staff who seek services from the Office of Counseling and Workplace Resilience will be treated with compassion and be provided with appropriate resources for evaluation, diagnosis, and treatment; maintenance of confidentiality; and monitoring upon completion of rehabilitation.

Over the years, the Office of Counseling and Workplace Resilience has advocated for early intervention, prevention, training, and education on substance use disorders, so lives are not lost, careers are not jeopardized, and safety is not compromised.

4. REPORTING

- a. Self-reporting. Any Registered Nurse who believes he/she may be impaired is encouraged to self-report to the Office of Counseling and Workplace Resilience

A Registered Nurse who is subject to a rehabilitation contract through the Michigan Health Professionals Recovery Program (HPRP), or whose professional practice is currently limited in any manner pursuant to the terms of a final order of an applicable licensing board, shall report that circumstance to the University.

- b. Reporting by Another Source. Anyone who has a good faith, reasonable suspicion that a Registered Nurse may be impaired while on duty, has used alcohol or unauthorized drugs while on duty, is in the possession of alcohol or drugs while on duty, or has diverted drugs, shall report their suspicion to the appropriate manager/supervisor. The report, preferably in writing, must state specific, objective facts and reasonable inferences drawn from such facts in the light of experience that led to the report. Observation of suspected impairment should be corroborated by a second witness.

5. FOR-CAUSE TESTING CRITERIA

Factors that create a reasonable suspicion of impairment and cause for testing include the direct observation of alcohol or unauthorized drug use by an RN immediately prior to reporting for work or while on duty, the observation of a combination of factors immediately prior to reporting for work or while on duty, or patterns of practice behaviors/unreconciled drug discrepancies that cannot otherwise be explained or validated. Examples of factors that create a reasonable suspicion are as follows:

- Registered Nurse is involved in an unexplained accident or injury resulting in harm to self, a patient, a visitor, a coworker, or damage to UMHS property, which in combination with other observations listed leads a reasonable observer to suspect impairment/intoxication of some kind.
- Registered Nurse's conduct, speech, content of speech, or slurring of words which, if not otherwise explained, justifies a reasonable concern about impairment/intoxication of some kind.

- Registered Nurse has otherwise unexplained difficulty with movements, balance, or coordination, which alone or in combination with other observations, leads a reasonable observer to suspect impairment/intoxication:
 - Loss of balance
 - Stumbling
 - Staggering
 - Leaning on objects for support
 - Loss of manual dexterity

- Registered Nurse appears to have uncharacteristic behaviors, unexplained lapses in judgment, concentration, unexplained absences during work time, difficulty taking in and tracking information and ability to attend to current work tasks, if not otherwise explained, justifies a reasonable concern about impairment/intoxication.

- Registered Nurse's physical appearance which, if not otherwise explained, justifies a reasonable concern about impairment/intoxication:
 - Eyes red or glassy
 - Pupillary changes (small-pinpoint or dilated)
 - Deterioration in personal hygiene
 - Tremors
 - Excessive sweating
 - Drowsiness/sleepiness

- Direct evidence/observation of a Registered Nurse's use or possession of a prohibited or restricted substance while on duty or on UMHS business:
 - Odor of alcohol
 - Odor of marijuana
 - Unexplained needle marks
 - Registered Nurse observed or discovered to be in possession of intoxicants, narcotics, medications, or related paraphernalia outside clinical scope of practice
 - Registered Nurse witnessed to be using alcohol or other intoxicants while on duty

- Pattern of practice behaviors or unreconciled drug discrepancy determined by unit audit, unit report, or other reports. Examples of pattern practice behaviors or unreconciled drug discrepancy include, but are not limited to:
 - Unexplained anomalous access, handling, or wasting practice
 - Unexplained anomalous administration or document or controlled substance

- Unexplained discrepancy or missing medical
- Pattern of non-explainable practice behaviors

In such cases, an investigation into underlying factors will precede any decision to have the employee submit to drug testing.

6. FOR-CAUSE TESTING PROCEDURE

- a. Safeguards. No Registered Nurse may be asked to submit to a drug test in the absence of factors that create a reasonable suspicion of impairment and cause for testing as defined in this MOU and without an opportunity to consult with a UMPNC/MNA representative as described in Attachment A. All testing of Registered Nurses will be conducted according to the Substance Abuse and Mental Health Services Administration (SAMHSA) testing guidelines most recently in effect, and will include a screening test, a confirmation test, the opportunity for a split sample, review by a Medical Review Officer (MRO), a documented chain of custody, and an opportunity to provide a legitimate medical explanation for any positive test result.
- b. Implementation. The assignment of responsibilities and process for implementing for-cause testing is found in Attachment A.
- c. If needed, a Garrity rights documentation form, as well as a Blood Borne Pathogen Testing form, are included in Attachment A of this MOU.

7. POST-TESTING PROCEDURE

Negative Test

The Clinical Nursing Director or designee shall conduct an expedited follow-up and debrief including appropriate next steps. If corrective action is taken, the Registered Nurse and his/her MNA/UMPNC representative will be notified at that time. Corrective action is subject to review under the collective bargaining agreement.

Positive Test

If the University finds that the Registered Nurse is or may be impaired, then the following shall apply:

- a. The Registered Nurse will be referred to the Office of Counseling and Workplace Resilience for an initial evaluation. If treatment is recommended by a qualified professional and the Registered Nurse agrees he/she has a probable impairment and is willing to participate in good faith in rehabilitation, then the Registered Nurse must enter an active treatment program as recommended by the Office of Counseling and Workplace Resilience, self-refer to HPRP, and

comply with these conditions in order to be eligible for consideration of a return to work agreement.

- b. The Registered Nurse will proceed away from work and will be granted paid time or leave of absence as appropriate under Article 31 of the collective bargaining agreement.
- c. The Registered Nurse must sign any releases required for the University to monitor the nurse's progress in treatment, and must inform UMHS of the name and address of a physician who can provide UMHS with information regarding the nurse's condition, state of health, current course of treatment, and mental, physical, and emotional assessments regarding the nurse's ability to safely assume their duties.
- d. The University may require an opinion(s) from other consultant(s) to evaluate and examine the Registered Nurse if the University believes such an additional opinion(s) is warranted.
- e. At the conclusion of the acute phase of the treatment program or 90 days, whichever occurs first, unless an extension of time is mutually agreed upon, a meeting will be convened to review the events that led to the for-cause testing, potential practice/policy violations, and subsequent participation in rehabilitation, to determine the next steps. The meeting includes the employee, manager, an MNA representative and/or an UMPNC representative, and Human Resources.
- f. In order to be considered for return to work, the Registered Nurse must have actively participated in treatment, have been compliant with rehabilitation program requirements, and have a positive prognosis for return to work in the opinion of the Office of Counseling and Workplace Resilience/HPRP providers. (See Intent Note)
- g. To be eligible to return to work, the Registered Nurse must sign and abide by the terms of a Return to Work Agreement (RTW), including applicable HPRP requirements. (See Attachment B)
- h. If offered a RTW agreement, upon successful completion of the rehabilitation program, the Registered Nurse shall be returned to active employment with the University consistent with the provisions of Section J - Article 38 (Leaves of Absences); provided, however, that the notice requirements of Section J shall not be applicable, and that the return is subject to any applicable RTW agreement, including HPRP requirements.
- i. If it is determined at any time during the diagnosis, treatment, or rehabilitative phase of the process that the Registered Nurse will be unable to safely assume his/her patient care responsibilities, then the nurse is subject to appropriate corrective action and state or federally

mandated reporting requirements, as applicable.

- j. If the Registered Nurse has previously been afforded the opportunity and has completed a rehabilitation program and HPRP contract under the provisions of this MOU, the Registered Nurse need not be offered additional rehabilitation services. This does not apply to those Registered Nurses that self-refer under Paragraph 345.
- k. In the event a Registered Nurse is referred for treatment after evaluation and refuses or fails to complete and/or maintain an HPRP contract to completion, he/she will be subject to discharge and reported to the Michigan Department of Licensing and Regulatory Affairs: Bureau of Health Professions: Health Investigation Division as required by law.
- l. Upon request of either party, following the conclusion of a for-cause test and any corresponding investigation, a meeting will be held to debrief or troubleshoot as to the administration of the process. Discussions held in these joint meetings are for the purpose of process improvement and content of the discussion are not to be used as evidence in the dispute process.
- m. If a nurse is subject to criminal prosecution while eligible for return to work under the terms of the For-Cause testing MOU, the University will notify the appropriate office that the nurse is eligible for continued employment under the MOU:

“We understand that your office is considering or has initiated criminal proceedings against, _____, RN. The University of Michigan and the University of Michigan Professional Nurse Council (UMPNC) recognize substance abuse disorders as medically treatable illnesses. In accordance with this understanding the parties maintain an agreement that promotes rehabilitation and return to work for employees whose employment has been affected by the symptoms of a substance use disorder. Drug diversion is not a disqualifying factor for returning to work under this agreement (See attached). This letter is to inform you that ___ RN, is in compliance with this rehabilitation program and is eligible for reinstatement to his or her position at the University of Michigan Health System. We hope that your office will take this information into serious consideration.

8. CONFIDENTIALITY

The University shall preserve the confidentiality of the testing process and the privacy of any Registered Nurse subject to testing to the fullest extent possible. Testing procedures will be designed to preserve the anonymity of the Registered Nurse and the confidentiality of the test results from anyone without a need or legal right to know. The University shall release test results and investigatory findings to the union and employee

upon written request. The University can disclose testing records to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the Registered Nurse that arises from test results or the violation of either alcohol or controlled substances prohibitions. The University can disclose testing records to others not specifically listed above only upon written authorization of the Registered Nurse, or as permitted under Michigan law.

9. COMMUNICATION AND EDUCATION

The University will provide education to new employees and existing bargaining unit members concerning the dangers of alcohol and drug use, the University policies and agreements applicable to alcohol and drug use, and the availability of help and assistance for those who may be suffering from an impairing condition. Both parties support joint education on early intervention, prevention, training and education on substance use disorders.

Annual joint education for designated union representatives, members of DPT, Office of Counseling and Workplace Resilience, HR and Nursing as to our for-cause testing process and substance use disorder.

10. APPLICATION

This Memorandum of Understanding is intended to operate in tandem with the University's Drug-Free Workplace Policy and For-Cause Drug Testing Policy. In the event of a substantive conflict between the terms of this Memorandum of Understanding and a University policy, the terms of this memorandum shall apply to bargaining unit Registered Nurses.

Intent Note:

In stating this agreement is primarily to promote rehabilitation rather than corrective action of Registered Nurses who suffer from potentially impairing conditions, the parties recognize they cannot foresee all situations that might occur during the administration of this MOU. It is recognized that there could be particular complex cases, not amenable to current definition, that the University may assert warrants deviating from the framework established in the MOU for returning to work following successful rehabilitation. While recognizing this possibility, the parties agree on the following principles:

- a. A primary goal of this MOU is to return the nurse to work following rehabilitation from a substance use disorder.
- b. Drug diversion from the employer is not a disqualifying factor for returning to work following rehabilitation.
- c. Complex cases that do not result in the nurse's return to work following rehabilitation are expected to be the exception when implementing this MOU. A decision by the University not to return to work following rehabilitation does not mean the nurse will be terminated. Other actions may be considered by the University.

- d. A decision by the University to discharge a Registered Nurse following rehabilitation unrelated to the *Return to Work Agreement – Impairment HPRP* (Attachment B) or which imposes other conditions on the return to work that are not specified in the MOU itself remain subject to Articles 45 and 46 of the collective bargaining agreement.

729. ATTACHMENT A

ASSIGNMENT OF RESPONSIBILITIES AND PROCESS FOR
IMPLEMENTING FOR-CAUSE DRUG TESTING

1. Upon receipt of a report that there may be reasonable suspicion to justify for-cause drug testing:
 - 1A. Except in cases of gross impairment, the employee will be assessed by an addictionologist prior to administration of a for-cause test. The addictionologist will determine the need for a “for-cause” test. If a for-cause test is deemed necessary, there will be a clinical assessment whether the employee is safe to return to work pending test results. If the employee is not returned to work, they will be placed on paid administration leave pending receipt of test results. Upon receipt of test, proceed to #4 or #5.
 - a. The supervisor/manager or designee shall:
 - (i) Call for a witness (preferably supervisor-level or above) to the incident.
 - (ii) Document problematic behavior by completing the For-Cause Assessment.
 - (iii) Provide the Association as much time as possible when anticipating conducting a for-cause drug test. The name of the suspected employee need not be revealed during this notification. After which, the University will attempt to notify the UMPNC Chair by page and email, and provide an opportunity for the employee to speak with their representative before the test is performed. This can be done by phone or in person at the test site, and must occur within 60 minutes of the attempt to notify.
 - (iv) Explain to the Registered Nurse why his/her behavior necessitates the For-Cause Drug Test and that testing for controlled substances/alcohol is a part of the For-Cause Drug Test MOU.
 - (v) Explain to the Registered Nurse that he/she will be on paid suspension, in accordance with the collective bargaining agreement, until the test results are received by the Medical Review Officer (MRO) and a decision is made as to whether the Registered Nurse can return to work.

If the situation appears to be a medical emergency, please refer to [UMHS Policy 05-03-060 Non-Cardiac Medical Emergencies](#) for medical assistance.

(vi) During regular business hours:

- (1) Contact appropriate manager/supervisor (chain of command) to advise that For-Cause Drug Testing is being initiated.
- (2) Advise (call) unit/department's HR Business Partner or designee and the Office of Counseling and Workplace Resilience (734-763-5409; page 0721) that For-Cause Drug Testing is being initiated.
- (3) Call Security Services to request their assistance as determined by the manager/supervisor in accordance with the MOU to ensure continuity in the For-Cause Drug Testing Process. (See Note below)
- (4) Call the collection site at Occupational Health Services (Please page 5356) to notify them you are coming.
- (5) Bring the For-Cause Assessment Form and escort the Registered Nurse to OHS. (See Note below)

(vii) During non-business hours:

- Contact appropriate manager/supervisor (chain of command) to advise that For-Cause Drug Testing is being initiated.
- Advise (email or call next business day) unit/department's HR Business Partner or designee and the Office of Counseling and Workplace Resilience (734 763 5409; page 0721) that For-Cause Drug Testing is being initiated.
- Call Security Services to request their assistance as determined by the manager/supervisor in accordance with the MOU to ensure continuity in the For-Cause Drug Testing Process. (See Note below)
- Call the collection site at the Emergency Department (Please page 5356) to notify them you are coming.
- Bring the For-Cause Assessment Form and escort the Registered Nurse to the ED. (See Note below)

Note: Any Registered Nurse consenting to a For-Cause Drug Test shall be permitted to travel to the testing site accompanied by a manager and/or Association representative, except in circumstances that require the presence of another appropriate University designee, if either the manager

or Association representative is not available. Management designees may not be UMPNC members. Security personnel will not normally be involved except in circumstances requiring their presence.

- b. A member of OHS, ED, or applicable test site shall:
 - (i) Explain to the Registered Nurse that the MRO shall contact the Registered Nurse at the telephone number on the consent form upon receipt of the test results.
 - (ii) Review the "Chain of Custody Form" with the Registered Nurse and obtain the Registered Nurse's signature.

2. If the Registered Nurse refuses to participate in the For-Cause Drug Test:

- a. OHS, ED, or applicable test site shall:
 - (i) Advise the supervisor/manager or designee that the Registered Nurse refused to participate in the For-Cause Drug Test.
 - (ii) Ensure that the Registered Nurse has safe transportation to his/her destination through applicable protocols.
- b. The supervisor/manager or designee shall:
 - (i) Advise the Registered Nurse that he/she will be processed under the MOU in the same manner as if he/she had tested positive and may be impaired. (See Post-Testing Procedure – Number 7)
 - (ii) Share information with Registered Nurse about the UMHS the Office of Counseling and Workplace Resilience
 - (iii) Place the Registered Nurse on unpaid suspension until results of evaluation and any pertinent follow-up are completed.
 - (iv) Notify the appropriate unit/department's HR Business Partner or designee that the Registered Nurse has refused to participate in the For-Cause Drug Test.
 - (v) Ensure that the Registered Nurse has safe transportation to his/her destination through applicable protocols.

3. If the Registered Nurse interferes or tampers with the testing process or sample:

- a. The supervisor/manager or designee shall:

- (i) Place the Registered Nurse on unpaid suspension.
 - (ii) Consult with the unit/department's HR Business Partner or designee and initiate corrective action, up to and including discharge pending further review under the collective bargaining agreement.
4. If the Registered Nurse participates in the For-Cause Drug Test:
- a. OHS, ED, or applicable test site shall:
 - (i) Administer the For-Cause Drug Test, following appropriate protocol.
 - (ii) Following screening, notify the appropriate manager/supervisor that the Registered Nurse has participated in the drug/alcohol test.
 - (iii) Ensure that the Registered Nurse has safe transportation to his/her destination through applicable protocols.
 - b. The supervisor/manager or designee shall:
 - (i) Share information with Registered Nurse about the Office of Counseling and Workplace Resilience
 - (ii) Place the Registered Nurse on paid suspension pending receipt of For-Cause Drug Test results and until results of evaluation and any pertinent follow-up are completed by the MRO.
 - (iii) Notify the appropriate unit/department's HR Business Partner or designee that the Registered Nurse has participated in the For-Cause Drug Test.
 - (iv) Ensure that the Registered Nurse has safe transportation to his/her destination through applicable protocols.
 - c. The appropriate unit/department's HR Business Partner or designee shall:
 - (i) Confirm with the manager/supervisor that the Registered Nurse will be on a paid suspension pending test results and any pertinent follow-up is completed by the MRO.
5. Upon receipt of negative test results:
- a. The Employer shall:
 - (i) Advise the appropriate manager/supervisor of the For-Cause Drug Test and chemical test results.
 - (ii) Advise the Registered Nurse of the For-Cause Drug Test results. The Employer shall advise the Registered Nurse to promptly contact their supervisor/manager regarding next steps.

- (iii) If the Employer cannot reach the Registered Nurse at the designated phone number, the MRO will make one more attempt the following workday. If the second attempt is unsuccessful, the MRO will so advise the appropriate manager/supervisor.
- (iv) Note: If other information is identified that impacts the Registered Nurse's ability to return to work, the MRO shall present such information to the appropriate manager/supervisor.

Note: No records surrounding this incident shall be placed in a Registered Nurse's personnel file if a negative test result is returned; however, records for all testing done on anyone are kept in a confidential OHS file.

b. The appropriate manager/supervisor shall:

- (i) Advise the appropriate unit/department's HR Business Partner or designee of the results of the For-Cause Drug Test.
- (ii) Upon notification to do so by the MRO, contact the Registered Nurse and coordinate his/her return to work pending results of any investigations.
- (iii) Take the UMHS Registered Nurse off paid suspension, effective the date of the MRO's successful contact with the Registered Nurse (See Post-Testing Procedure – Number 7)

c. The appropriate unit/department's HR Business Partner or designee shall:

- (i) If the Employer has successfully contacted the Registered Nurse and the Registered Nurse may return to work, confirm that the supervisor/manager has arranged with the Registered Nurse for the return to work.
- (ii) If the Employer has been unable to contact the Registered Nurse, confirm that the supervisor/manager will follow up with the Registered Nurse.
- (iii) If the MRO has presented other information that impacts the Registered Nurse's ability to return to work, the appropriate unit/department's HR Business Partner or designee will identify with the manager/supervisor applicable actions and resources that are outside of this procedure.

6. Upon receipt of positive test results:
 - a. The Employer shall:
 - (i) Advise the Registered Nurse of the results of the For-Cause Drug Test, verifying any prescription use, if necessary.
 1. A Registered Nurse who tests positive for legally prescribed medications may return to work when the Registered Nurse, physician, or pharmacy provides appropriate information to the MRO.
 - (ii) Advise the appropriate manager/supervisor and appropriate unit/department's HR Business Partner or designee of the positive test results and whether a prescription was involved.
 - (iii) If unable to reach the Registered Nurse at the designated phone number, make one more attempt the following day. If the second attempt is unsuccessful, advise the appropriate manager/supervisor.
 - (iv) If other information is identified that impacts the Registered Nurse's ability to return to work, present such information to the appropriate manager/supervisor.
 - b. The appropriate manager/supervisor shall:
 - (i) Confirm with the appropriate unit/department's HR Business Partner of the results of the For-Cause Drug Test, including positive test results.
 - (ii) In consultation with the appropriate unit/department's HR Business Partner or designee, determine the appropriate response. (See Post-Testing Procedure – Number 7)
 - (iii) If the MRO has been unable to successfully contact the Registered Nurse, the manager/supervisor will consult the appropriate unit/department's HR Business Partner to determine the appropriate next steps, up to and including discharge.
 - (iv) If other information is identified that impacts the Registered Nurse's ability to return to work or participate in customary treatment, coordinate with the appropriate unit/department's HR Business Partner or designee other actions/resources outside of this policy, such as an accommodation, leave of absence, extended sick, HPRP contract, etc.

Note: No records surrounding this incident shall be placed in the Registered Nurse's personnel file; however, any paperwork received by the

supervisor shall be retained in the Registered Nurse's separate medical (red) folder. Records for all testing done on anyone are kept in a confidential OHS file.

7. Incapacity to Consent to Testing

If the Registered Nurse, while on duty or on UMHS business, presents in the ED under circumstances raising reasonable suspicion of controlled substance or alcohol use and is incapable of consenting to testing under the MOU, when the Registered Nurse regains capacity to consent, he/she shall consent to the MRO accessing their medical records and disclosing relevant results of any blood or urine screens obtained during treatment. Refusal to consent to disclosure will be treated in the same manner as refusal to consent to testing as described elsewhere in the MOU.

8. Shy Bladder or Inability to Provide a Sufficient Quantity of Urine

If the Registered Nurse is unable to provide a sufficient quantity of urine for testing, the collection site person shall instruct the donor to drink not more than 40 ounces of fluids and, after a period of no longer than two (2) hours, again attempt to provide a complete sample using a fresh collection container. Failure to provide a sample within two (2) hours will be considered a positive test result.

REQUEST FOR BLOOD BORNE PATHOGEN TESTING

When there is a reasonable suspicion that injectable drugs are part of a possible drug diversion as set forth below, the employee will be asked to submit to blood borne pathogen testing and asked to complete the form below:

When there is reasonable suspicion that injectable drugs are part of a possible drug diversion event or there is evidence of injectable drug use such as but not limited to scarring or the unauthorized/inappropriate possession of paraphernalia for injections/intravenous access, you will be requested to voluntarily take a blood borne pathogen test for your own safety and that of our patients.

- I agree to take a blood test for Bloodborne Pathogens
- I decline to take a blood test for Bloodborne Pathogens

Employee Signature: _____ Date: _____

GARRITY STATEMENT OF RIGHTS

You are hereby ordered to fully cooperate with the investigating manager. You have the following rights and responsibilities during this investigation:

1. You have the right to be informed of the allegations involved.
2. You will be asked specific questions narrowly related to the performance of your job.
3. You are required to truthfully, fully and directly answer such questions.
4. Statements made during this interview may be used for internal personnel-related matters, including as the basis for seeking corrective action.
5. Any statements made by you during this interview cannot be used against you in any subsequent criminal proceeding, nor can any information obtained as the result of this interview be used against you in any subsequent criminal proceeding.
6. You are entitled to union representation if you are a member of a recognized bargaining unit.
7. If you refuse to answer questions, or knowingly provide false information during this interview, you may be subject to corrective action up to and including discharge.

ACKNOWLEDGEMENT: I have read and understand the above notification.

Employee's signature

Date

Time

ATTESTATION: I have provided the above notification to the employee.

Manager's signature

Date

Time



For the Regents of the
University of Michigan
Michelle T. Sullivan,
Director of Labor Relations

11-12-18

Date



For the Michigan
Nurses Association
Ben Curl

11/12/18

Date



For the University of Michigan
Professional Nurse Council
Katie Oppenheim

11/12/18

Date

**MEMORANDUM OF UNDERSTANDING
HEALTH CARE COSTS – JOINT RESOLUTION**

732. The health and well being of people who work at the University of Michigan is essential to the fulfillment of the obligations of the University and the Association. Our joint efforts in this regard have been undertaken in our

collective bargaining agreements over several years. Obtaining affordable quality health care has been increasingly difficult for the parties. We recognize that the issue stems from a health care delivery and financing structure comprised of forces and interests external to our collective bargaining relationship. It is our mutual intent to influence those forces and interests through power of our combined efforts so as to ease or eliminate the pressure the structure creates for us in collective bargaining.

733. The University and the Association each have capacities useful to the production of change in the structure. Academic and political expertise, organizational outreach, governmental and community relations are among the elements that the parties have to mount an initiative for change. We begin here with a commitment to discover and exploit opportunities where the parties can jointly engage in this work.
734. Coordination of our efforts will be undertaken by individuals mutually acceptable to both parties. It is understood that these representatives in labor and management, reporting to a joint meeting of the University and the Association, may periodically be requested to provide consultation. Included in their role may be introductions for the purpose of obtaining access to those organizational components that would assist in the development of our common objectives. This is to share our capacities to influence those sectors of health care delivery, business, industry and government, which effect the environment where employees must meet their health care needs.



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MEMORANDUM OF UNDERSTANDING MANAGERS PERFORMING BARGAINING UNIT WORK

735. Any initiative to introduce a management component at a worksite will include specifications for any bargaining unit work allotment with joint review by the Association and the University.
736. Decisions regarding managers performing bargaining unit work will be made based upon key workload and unit data, trends and staffing guidelines for optimal unit functioning.

737. New models will be piloted for less than one year with planned joint evaluation by the Association and the University.
738. Bargaining unit work at the unit will not be lost with the creation of a clinical manager. Any clinical hours will be replaced based upon unit need.
739. Split management and bargained-for positions will be kept at a minimum based upon management work to be done.



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MEMORANDUM OF UNDERSTANDING DISPUTE CHAIR

740. During the negotiations of the 2008-2009 Collective Agreement, the parties discussed the inclusion of the UMPNC Dispute Chair in Paragraph 593. This is to confirm our mutual agreement that the authority exercised by the Dispute Chair in matters of the administration and settlement of disputes arising under this Agreement is specifically delegated by the Chair of the UMPNC and is not separate or distinct from that of the Chair. Accordingly, the employer may rely on that understanding.



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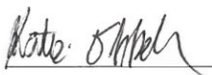
Date



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**MEMORANDUM OF UNDERSTANDING
WORK PLACE SAFETY LEADERSHIP EDUCATION**

741. The University and the Association will meet to investigate the availability of educational programming to be presented jointly to the University and Association leadership and direct care nurses. Planning for this education will be jointly developed by the University and the Association leadership and Safety Management Services. Costs incurred for speakers will be shared equally between the University and the Association.



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**MEMORANDUM OF UNDERSTANDING
WORKLOAD/STAFFING ISSUES**

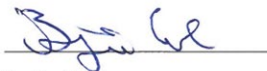
742. Related to patients with BMI greater than 40. The University and Association will convene a joint work group to evaluate current UMHS practices in relation to workload and staffing implications of providing care for patients with a BMI greater than 40. This workgroup will conduct joint research and benchmark practices with other institutions and determine a process to factor in high BMI in acuity measurements.



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**MEMORANDUM OF UNDERSTANDING
CLINICAL MENTORS**

743. Where the role of Clinical Mentor is undertaken by unit employees, those employees acting as clinical mentors will be surveyed each semester regarding the following issues:
- 1) Preparation for the Clinical Mentor role;
 - 2) Support from the Clinical Faculty;
 - 3) Support from Clinical Resource;
 - 4) Assistive personnel support when student nurses are present on the unit; and,
 - 5) Impact of Clinical Mentor role on the RN workload.
 - 6) Perceived effect on patient safety and satisfaction
 - 7) Employee satisfaction with the role.

The survey results, together with other relevant data, including but not limited to staff turnover and employee engagement data will be shared with the Joint Implementation Team. Identified concerns will be addressed jointly by the University, the Association and the affected RN staff members.



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**MEMORANDUM OF UNDERSTANDING
MNA PAC CONTRIBUTION**

744. Where it is conclusively determined as not contrary to state or federal law or regulations, an employee who wishes to make contributions to the MNA PAC will have such contributions deducted from the employee's pay.



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**MEMORANDUM OF UNDERSTANDING
HOME CARE SERVICES
EMPLOYEE EXPENSE REIMBURSEMENT**


- 746. Employees will be reimbursed for miscellaneous expenses incurred on the University's behalf including telephone calls related to patient care, parking fees, patient care items, meeting supplies, etc.
- 747. Requests for reimbursement must be approved in advance by the immediate supervisor and submitted via the University expense reimbursement system with appropriate receipts
- 747A. Employee expenses of \$10.00 or more will be reimbursed within fourteen (14) business days of submission.
- 747B. Expenses related to the use of a lease car, with the exception of gasoline, will be paid within seven (7) business days of submission.



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**MEMORANDUM OF UNDERSTANDING
MICHIGAN VISITING NURSES
PHONE TRIAGE NURSING SERVICE**

- 748. In order to provide 24-hour access to MVN services for patients, families, referring agencies and agency employees, a Phone Triage Nursing Service will be maintained from 8:00 PM through 8:00 am daily. Outside of these hours, phone calls will be handled through the office.
- 749. A Phone Triage Nurse will monitor after-hours telephone calls and will communicate patient care needs, including unscheduled visits, to the Visiting Nurse who is scheduled for that shift.
- 749A. The parties agree that in the circumstances described above, the Phone Triage RN will receive a minimum of one (1) hour pay at the rate of time and ½

for the first response to a service request call during the on-call period. This same employee will receive a minimum of 15 minutes pay at the employees' regular rate for each subsequent response to service requests during the same on-call period. Hours spent on-call will be paid at the on-call rate found in Paragraph 171 of the Master Agreement.



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**MEMORANDUM OF UNDERSTANDING
HOME CARE SERVICES
OPERATION OF MOTOR VEHICLES, DRIVER REQUIREMENTS, AND
VEHICLE USE**

750. Employees who operate motor vehicles in the course of their University employment must have driving records that reflect safe operation of motor vehicles, both for their own protection and the protection of the general public, and therefore are subject to the following:
751. The State of Michigan driving records for applicants for positions where driving may be required will be reviewed prior to employment. Driving records for employees will be reviewed periodically. In addition, all employees must report any moving violations, restrictions, suspensions or revocation of driving privileges and must provide current proof of automobile insurance that satisfies Michigan law, as requested. Periodic screening of employee driving records may be done by the University at any time.
752. Applicants may be denied employment and current employees may be denied continued employment if a driving record review indicates that the individual has:
- a) forfeited bond or collateral;
 - b) committed a civil infraction while impaired;
 - c) left the scene of an accident
 - d) been issued a violation in an accident in which a person dies;
 - e) been convicted of reckless driving, refusal to take a chemical test, fleeing

- or eluding a police officer, drag racing, careless driving, refusal to take a PBT (breath test), a felony involving the use of a motor vehicle, the use of a motor vehicle in the commission of a felony involving the manufacturing, distribution, sale or dispensing of drugs.
- f) Seven (7) or more points on the driving record.

753. The University reserves the right to act on any hiring recommendation with regards to the driving history reports.

	11-12-18		11/12/18
For the Regents of the University of Michigan Michelle T. Sullivan, Director of Labor Relations	Date	For the Michigan Nurses Association Ben Curl	Date
			11/12/18
		For the University of Michigan Professional Nurse Council Katie Oppenheim	Date

**MEMORANDUM OF UNDERSTANDING
MICHIGAN VISITING NURSES
WORKLOAD/STAFFING ISSUES**

759. Change in current processes intended to streamline efficiency will be in accordance with Article 28, Work Redesign. Non-clinical tasks will be removed from nurse assignments in accordance with Paragraph 26.

760. Visit Guidelines:

A. The target for a full-time Visiting Nurse is to average 4 visits in an 8-hour period. Sixty minutes of time will equate to one-half (1/2) of a visit. Travel time is considered work time and will impact the daily visit target. The Parties recognize that some visits may take more time and some may take less time than what is indicated and supervisors will work directly with the Visiting Nurse regarding scheduling and workload.

B. Examples:

- 2 Visits = Admission
- 1 - 2 = Recertification, Resumption of Care, Evaluation
- 1 - 1.5=Admission: Pediatric
- 1=Revisit, Admission: Obstetrics, Bundle Bill, Start of Care, Add a Service, High Risk OB, Bilingual, Discharge

Less than 1=Skilled Phone Visit, Discharge Without a Visit, Visit for Immunization Only, Transfer Without a Visit.

The Parties will reconvene to determine the appropriate visit weight for any new visit type. Documentation may be completed at a location

- reasonable for the employee as long as regulatory guidelines are met.
- C. Workload concerns will be addressed in accordance with Article 14, Workload Review
- D. Case Manager patient assignments will be adjusted to reflect the responsibilities and expectations of the Case Manager duties.

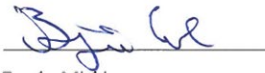
- 761. Specific measures/metrics for the evaluation of workload will be created for the use of the Workload Review Committee for ex. trigger reports.
- 762. Additionally, we are committed to exploring related approaches to quality patient outcomes through but not limited to; case conferencing, development of charge nurse role, case management education, patient visit scheduling process and other related workflow process.



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MEMORANDUM OF UNDERSTANDING AMBULATORY CARE NURSE RESOURCE POOL

- 768. This confirms the agreement reached between the University of Michigan, the University of Michigan Professional Nurse Council (UMPNC) and the Michigan Nurses Association (MNA) concerning the unit reconfiguration of the Ambulatory Care Central Staffing Resources (AC CSR). The AC CSR was reconfigured into multiple units, the Ambulatory Care Nursing Resource Pool (ACNRP) and a number of decentralized float areas. Those nurses in the decentralized float area(s) will have specialized skills to cover a few units and are primarily used to cover the 70% guaranteed annual vacation time. The ACNRP will have general nursing skills, be oriented to multiple units, and used primarily to cover unanticipated absences.
- 769. Nurses who accept positions in one of the decentralized float areas will be included with other nurses in their multi-clinic/unit “areas” for the purposes of Paid Time Off requests and Assigned Time Off. For the purpose of Reduction-In-Force, the ACNRP will be combined with the decentralized float areas to create one unit.

770. Nurses who accept Multi-unit (Dual unit) Positions will be paid the \$8.00/hour float bonus if floating outside of their two assigned units. A multi-unit (dual unit) position is one that requires the nurse to only float between two Units/Health Centers¹⁴⁸. For all other purposes, the collective bargaining agreement will apply.



For the Regents of the
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MEMORANDUM OF UNDERSTANDING MAGNET RECOGNITION

771. This document outlines the principles under which the University and MNA/UMPNC agree to partner towards Magnet designation and redesignation for the University of Michigan Health System.
1. The pursuit of Magnet designation and redesignation is intended to be a transparent process that furthers our common interests. These include improving patient care, enhancing the RN-patient relationship, empowering RNs to act as patient advocates in accordance with their professional judgment and ethical norms, reducing errors and adverse events, improving RN recruitment and retention, and maintaining a collaborative labor-management relationship.
 2. The pursuit of Magnet designation and redesignation shall be carried out in a manner which does not infringe upon MNA/UMPNC's role as exclusive bargaining representative.
 3. The University will pursue Magnet designation and redesignation utilizing the existing shared governance committee structure. No committee may amend the CBA, or change terms and conditions of employment, absent the express written consent of MNA/UMPNC and the University.
 4. MNA/UMPNC shall identify a bargaining unit member as a Magnet liaison to work with designated University personnel responsible for pursuing Magnet redesignation. The designated bargaining unit member shall be provided with paid release time for attendance at Magnet activities, including relevant training opportunities. The contractually agreed upon paid release time will be used. Review for additional paid release time during this process will be done upon request of either party.

¹⁴⁸ See paragraphs 185Q1 and 185Q2


5. The parties shall utilize both the UMHS and MNA/UMPNC logos reflecting the collaborative efforts of the University and MNA/UMPNC, which shall be used on Magnet-related publications and publicity as permitted by the ANCC.
6. MNA/UMPNC will communicate with its membership in support of Magnet designation and redesignation as contemplated in this agreement.
7. MNA/UMPNC will collaborate with the University as the process continues to identify other ways to support Magnet redesignation, including possible communications with internal or external stakeholders and third parties.



For the Regents of the
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Michelle T. Sullivan,
Director of Labor Relations

11-12-18

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11/12/18

Date

MEMORANDUM OF UNDERSTANDING SHORT TERM ASSIGNMENTS

772. This confirms the agreement reached between the University of Michigan and MNA/UMPNC concerning short term assignments.
1. The University may offer employees short-term assignments of up to six (6) months duration for purposes of meeting short-term needs, piloting new systems, and offering professional development opportunities to employees.
 2. The posting format for such assignments will be consistent with that used for posting regular positions.
 3. Units may post internally to the unit and select from candidates within the unit for short-term assignments specific to that unit.
 4. Extensions to an assignment will not exceed six (6) months and a short-term assignment with extensions will not exceed one (1) year unless mutually agreed by the parties.
 5. The parties will determine at the outset of the assignment the practicality of reposting the assignment and selecting a different employee to fill the assignment in the event of an extension. The main criteria for determining the need to repost the assignment are:
 - The orientation requires less than twenty (20) percent of the period of extension.
 - The need for assignment continuity.



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11/12/18

Date

MEMORANDUM OF UNDERSTANDING RELATED TO ARTICLE 50: UMPNC RELEASE TIME

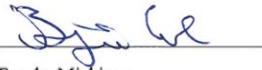
775. Pursuant to Article 50, Paragraph 593 of the Agreement the Chair, the Vice Chair and the Dispute Chair of the Association shall be released from regularly assigned work at no loss of regular pay, benefits or seniority.
776. The Chair, the Vice Chair and the Dispute Chair shall be released as provided above for forty (40) hours per week. The Chair, the Vice Chair and the Dispute Chair shall be treated as Exempt employees under the Fair Labor Standards Act and no longer required to strictly work (5) 8 hour shifts weekly. The new institutional job title of these individual roles is "UMPNC Officer" and the job is ungraded with the code of 112870.
All other provisions in Article 50 of the Agreement, not specifically altered by this Memorandum of Understanding, will remain in full force and effect until such time as the parties mutually agree to modify them.
777. Unless specifically and jointly negotiated, RNs in this classification are not normally permitted to deliver clinical care during their time in elected office. Prior to any acceptance of opportunities/hours to deliver clinical care during the term as one of these elected officers, topics such as exempt vs. non-exempt work, plan for clinical evaluations, verification of competency assessment completion and number of clinical hours to be worked will be addressed. It is understood by the Employer and Association that this list of topics may not be exhaustive.



For the Regents of the
University of Michigan
Michelle T. Sullivan,
Director of Labor Relations

11.12.18

Date



For the Michigan
Nurses Association
Ben Curl

11/12/18

Date



For the University of Michigan
Professional Nurse Council
Katie Oppenheim

11/12/18

Date

MEMORANDUM OF UNDERSTANDING FLSA CHANGES 2016

778. Whereas, effective December 1, 2016 regulations under the Fair Labor Standards Act (“FLSA”) defining the exemption for executive, administrative, and professional (“EAP exemption”) employees will change, wherein the minimum salary requirement will increase.
779. Whereas, the University and MNA/UMPNC have negotiated this Memorandum of Understanding in order to be compliant with the FLSA for employees in the exempt classifications within the Pay Grades of N3, N4, N5, N6, NP-4, whose appointment fractions cause them to not meet the minimum salary threshold requirement for the EAP exemption (“affected employees”).

Now therefore, the mutually beneficial reasons, the parties agree as follows:

1. The affected employees’ exemption status will be changed to “non-exempt.”
2. Pay frequency for affected employees will be bi-weekly and employees will report all hours worked.
3. Affected employees in Pay Grades N4, N5, N6, NP-4 will be paid overtime at a rate of time and one-half (1 ½) the employee’s applicable hourly rate for hours worked greater than forty (40) in one work week.
4. Reporting of PTO remain unchanged from the current agreement: affected employees will continue to report PTO hours in no less than one-half (1/2) day/shift increments.

All other terms contained in the collective bargaining agreement not specifically addressed in this Memorandum of Understanding shall remain in full force and effect.



For the Regents of the
University of Michigan
Michelle T. Sullivan,
Director of Labor Relations

11-12-18

Date



For the Michigan
Nurses Association
Ben Curl

11/12/18

Date



For the University of Michigan
Professional Nurse Council
Katie Oppenheim

11/12/18

Date

ADDENDUM A UNIT-BASED TEMPS/PER DIEM NURSE GUIDELINES

The intent of the contract language related to scheduling of Per Diem or unit-based temporary nurses is to ensure that regular employees receive priority in scheduling. In addition, there is an interest in having Per Diem or unit-based temporary nurses share in working weekend shifts, off shifts and during holiday weeks on those units, which schedule on a 24-hour basis. The following guidelines apply to Per Diem or unit-based temporary nurses

1. Each Per Diem or unit-based temporary employee working three or more shifts per scheduling period will be scheduled to work a minimum of two weekend shifts per scheduling period (8 hours = 1 shift). The contractual definition of a weekend applies for Per Diem or unit-based temporary employees.*

Per Diem or unit-based temporary nurses who preschedule two or fewer shifts per scheduling period do not have to meet the weekend requirements. They may add additional UNANTICIPATED SHIFTS ONLY.

2. Each Per Diem or unit-based temporary nurse will be expected to work a portion of scheduled shifts on off shifts (recommended guide: 25%).
3. Managers may establish additional guidelines based upon individual unit scheduling requirements. Therefore, it is recommended that managers and per diem or unit-based temporary nurses meet to discuss specific unit expectations.
4. Each Per Diem or unit-based temporary nurse will be scheduled to work the number of shifts during holiday weeks that reflects his/her normal scheduling pattern. Per Diem or unit-based temporary nurses should be scheduled to work shifts during three out of the six holiday weeks and one of these weeks should be Christmas or New Year's week. (A week is defined as Sunday through Saturday during which the holiday falls).

Per Diem or unit-based temporary nurses are to be scheduled after all regular staff are scheduled per contract language.

*Guidelines apply to all Per Diem or unit-based temporary nurses regardless of hire date.

ADDENDUM B PTO GUIDELINES AND DEFINITIONS

PTO Guidelines were created to support the professional and responsible behavior related to the use of paid time off.

It is the intent of the PTO Guidelines, as well as the contract scheduling language, to provide sufficient access to prescheduled time off so that only the exceptional request would occur after the schedule is posted.

1. Due to the inability to obtain coverage and the employee is not able to work, it is assumed that the decision not to work is due to emergent or unexpected circumstances other than those, which would normally be pre-scheduled. Employees should request scheduled PTO time as far in advance as possible. The use of unscheduled time creates a negative impact on patient care and upon the work schedules and subsequent job satisfaction of your colleagues.

Scheduled PTO:

- Annual PTO Requests
- In seniority order for remaining blocks of time that are available following the annual request period on the unit (See paragraph 330O).
- Schedule request time during schedule development
- Requests for access to incremental PTO after schedule development.

Unscheduled PTO:

Employee needs that arise after the schedule is posted, for which the employee does not obtain their own coverage.

2. No justification for the use of PTO will be required with the following exceptions:
 - If PTO is used in conjunction with a holiday, see Paragraphs 352 & 358.
 - If unscheduled PTO is taken contiguous to a scheduled PTO request (prior either to or immediately following the time off), the Clinical Nursing Director may require an explanation of the absence and verification of the reason, as appropriate.
 - If PTO is used for health care appointment, the supervisor may request documentation of the appointment to include the date and time and identification of the facility.¹⁴⁹ (Disclosure of reason for absenteeism is

¹⁴⁹ see Paragraphs 333T & 333U

required for accessing extended sick time (EST) and bridge bank reimbursement.)

3. These guidelines are intended to promote personal and professional responsibility.
 - Employees should disclose length of time needed for PTO.
 - This will include unscheduled and scheduled time.
 - Disclosure of reason is required for accessing extended sick time (EST) or bridge bank reimbursement.
 - Maintain awareness/self-monitoring of PTO balance.
 - Consider requests in the context of what is happening on the unit.
 - Respect individual and peer needs for time off.
4. Process to fill requests that occur after the schedule is posted but at least 24 hours in advance:
 - Submit CSR/ACNRP requests.
 - Seek volunteers for over appointment hours.
 - Seek Per Diem availability.
 - Seek unit-based temporary availability.
 - Review standing overtime requests, if applicable.
 - Seek volunteers for overtime.
5. Staff are encouraged to assist with staffing needs related to PTO requests by volunteering to work over appointment hours, volunteering to float and seeking other options for coverage per unit guidelines.
6. Insufficient PTO accrual for prescheduled vacation
 - If PTO accrual is completely depleted prescheduled vacation will be cancelled and the time may be offered to other staff.
 - If PTO accrual is partially depleted and is insufficient for the PTO scheduled, the Clinical Nursing Director will ask the employee which days he/she chooses to use and the remainder may be offered to other staff.
 - If the employee's PTO is either partially or completely depleted due to assigned (mandatory) time off or work related illness or injury, within the past year, it will be the employee's discretion whether to take the previously scheduled vacation with no pay or to cancel it. (The year is the period from May 1 to April 30)

PROBLEM-SOLVING MEETINGS

7. Problem solving meetings are intended to promote a thorough understanding of life situations, which may contribute to the excessive use of unscheduled PTO. The employee's past history related to the use of PTO should be taken into account. A sudden change in PTO usage may indicate a need for special consideration for time off. An atypical life event may be experienced which could lead to a moderately lengthy and inconsistent usage of PTO. The intent is to work with the employee and to facilitate

successful progress through the event. The problem-solving meeting is intended to be one method to identify these issues and to provide assistance as appropriate. The problem-solving meeting can also be utilized to promote a thorough understanding of the issues and professional use of PTO.

NOTE: Every effort will be made to have an Association representative available for a problem-solving meeting within one week of a request.

8. Unscheduled requests of less than 24 hours notice for partial shifts longer than one (1) hour create an additional burden on remaining staff if coverage is not found. Therefore,
 - Units will receive periodic reports on the workload and operational consequences of partial shift absence.
 - Employees are expected to identify their needs for partial shift absences as early as possible and to be active in assisting with obtaining coverage.
 - Employees are expected to notify the Clinical Nursing Director or designee of the length of the expected absence whenever possible.
 - Employees anticipating a need for late arrival or early departure from a scheduled shift can make alternate coverage arrangements utilizing language from Paragraph 147 (In no case shall an employee delivering direct patient care be permitted to return to work following an overtime shift with less than seven (7) hours off between shifts except as noted in Paragraph 175D. (See Article 13, Staffing and Scheduling). When such arrangements are made, it is assumed that both employees have agreed to waive the overtime relative to Paragraph 147.
 - Employees who need a partial shift absence for health care appointments must comply with the process outlined in Paragraph 333T;
 - When there is a concern about an employee's frequency or regularity of partial shift absences greater than one (1) hour, a problem solving meeting may be convened with the UMPNC, the Clinical Nursing Director and the employee to review and problem solve as needed. (see #8 above)

9. The use of unscheduled time creates a negative impact on patient care and upon the work schedules and subsequent job satisfaction of your colleagues. Therefore:
 - Unit data related to the scheduled and unscheduled percentage by period will be provided on a periodic basis.
 - Staff is reminded that it is the intent of the process for scheduled time off that only the exceptional PTO request would occur after the unit schedule is posted.
 - Employees are encouraged to utilize work life/home life resources available through the Office of Counseling and Workplace Resilience, support groups, etc.

10. When there is a concern about an employee's frequency or regularity of unscheduled PTO, a problem-solving meeting may be convened with UMPNC, the Clinical Nursing Director and the employee to review and problem solve as needed. The intent of the meeting is to
- provide a mutual understanding of the need for unscheduled time off and to develop a plan to minimize its use. (see #8 above)
11. It is a measure of professional accountability that employees identify time off requirements in advance as much as is possible through the use of the Paid Time Off/holiday request period and the monthly schedule request period. These processes are in place to provide a fair and equitable system for time off while maintaining adequate staffing for quality patient care. The continuous use of unscheduled time off reflects a lack of preplanning and may be interpreted as disregard for professional and personal accountability. Therefore:
- Requests for additional time off following the posting of the unit schedule should be reserved for those events about which the employee was not aware during the usual request period.
 - The use of unscheduled PTO should be reserved for those times when the employee is unable to come to work due to urgent or emergent personal circumstances and is not to be used for vacation or leisure-type activities for the enjoyment of the employee.
 - Employees are encouraged to come forward to the Clinical Nursing Director if the need for unscheduled PTO can be predicted in the current or in a future schedule which may prevent the need for a problem solving meeting if a mutually agreed upon attendance plan is created and followed.
 - When there is a concern about an employee's frequency or regularity of the use of unscheduled time off, a problem-solving meeting may be convened with UMPNC, the Clinical Nursing Director and the employee for the purpose of clarification of the employee's actions and to develop a plan for advanced scheduling of time off. (see #8 above)
12. At times, anecdotal comments are received from staff members about the absenteeism of their colleagues. While the monitoring and improvement of performance is the responsibility of the Clinical Nursing Director and the individual employee, constructive feedback is also part of our professional responsibility to our colleagues. Therefore:
- As a courtesy, staff members are encouraged to approach their peers about absenteeism prior to reporting this to the Clinical Nursing Director when possible.
 - Nursing staff are ordinarily encouraged to share constructive feedback about the impact of certain behaviors as it relates to patient care and to the general work life of the unit. Such feedback is critical for clinical performance and interpersonal relationships, which are impacted by absenteeism.
 - Nursing staff are encouraged to utilize available resources to assist in this regard.

13. In support of the PTO process, the following is pertinent:

- Management will continue to provide staff with information monthly about PTO accruals.
- Core information will be identified to be on all annual PTO request forms to assure agreement between staff and Clinical Nursing Director related to the amount of PTO time made available, amount requested, amount scheduled and amount denied; it will be signed by both parties.
- Seniority governs the resolution of competing requests.

INCREMENTAL PTO

An employee may access incremental PTO provided the employee has enough PTO to cover the time and complies with the following steps:

Scheduled Absence

Onestaff code o

An employee who needs additional time off of at least two (2) hours is responsible for obtaining a commitment from another employee in writing.

At least 24 hours in advance of the needed time off, the employee will provide the manager notice of the need for time off and the written commitment from the other employee.

The employee coverage may be any of the following:

- An even trade with another employee
- CSR/ACNRP regular or temporary staff
- Over appointment
- Per Diem staff
- Unit-based temporary staff
- Overtime
- On-call

Hours committed through this process DO NOT:

- Count toward the unit overtime trigger
- Count toward the individual overtime limit
- Count toward the temporary hour limit
- Count toward the annual PTO allocation process

The coverage may be changed or cancelled at the discretion of the manager. On-call may be cancelled within 24 hours without penalty.

*Employees may use this process to extend a vacation by no more than two days, provided the employee who is covering the time is not working overtime. Employees may not use this vacation extension during a holiday week.

Overtime may be prescheduled and seniority will not be a barrier to this process.

Unscheduled Absence

Onestaff code w

Employee needs that arise with less than 24 hours notice, for which the employee does not obtain their own coverage.

The unit process to fill requests that occur after schedule request time less than 24 hours:

- Submit CSR/ACNRP requests
- Seek volunteers for overappointment hours
- Seek Per Diem availability
- Seek unit-based temp. availability
- Review standing overtime requests, if applicable
- Seek volunteers for overtime hours
- Mandate if necessary

Hours committed through this process DO:

- Count toward the unit overtime trigger
- Count toward the individual overtime limit
- Count toward the temporary hour limit

PTO ACCRUAL PROCESS

New Hire

With appt of >.2fte (GN, Levels A thru F)*

After completion of first day of work, a full-time employee will begin to accrue PTO and continue to accrue PTO monthly of 13.33 hrs. (part-time employees receive a proportionate amount of the 13.33 hrs.)

After completion of 2 years of service, a full-time employee receives 15.33 hrs. per month. (part-time employees receive a proportionate amount of the 15.33 hrs.)

After completion of 5 years of service, a full-time employee receives 19.33 hrs. per month. (part-time employees receive a proportionate amount of the 19.33 hrs.)

After completion of 10 years of service, a full-time employee receives 23.33 hrs. per month. (part-time employees receive a proportionate amount of the 23.33 hrs.)

With appt of >.2fte (N3, N4, N5, N6)*

After completion of first day of work, a full-time employee will begin to accrue PTO and continue to accrue PTO monthly of 17.33 hrs. (part-time employees receive a proportionate amount of the 17.33 hrs.)

After completion of 2 years of service, a full-time employee receives 19.33 hrs. per month. (part-time employees receive a proportionate amount of the 19.33 hrs.)

After completion of 5 years of service, a full-time employee receives 23.33 hrs. per month. (part-time employees receive a proportionate amount of the 23.33 hrs.)

Ways to gain Additional PTO after Orientation

Holiday Incentives

- Preschedule & work full apt. fraction with holiday off
- Preschedule & work hours above their apt. fraction with holiday off
- During the schedule development, an employee who was scheduled to work, volunteers or is assigned to take an additional holiday off, and is scheduled to work their full apt. fraction.

Weekends

Employees with a 36-hour weekly apt. fraction, working 12 hour shifts, where two (2) of these shifts occur on every weekend, will accrue Paid Time Off hours equivalent to a full-time (40 hour) appointment for each quarter worked in this manner.

Volunteer OA

A part-time employee may volunteer to work a minimum of four (4) hours per week over appointment for a designated period of time to provide coverage for an extended absence related to extended sick time or FMLA. The employee will receive incremental PTO for the over appointment hours worked.

Accrual Adjustment for Part-time employees

If a part-time employee has worked an average of at least four (4) non-overtime hours per week in excess of their appointment hours for eight (8) consecutive weeks or more, the University will modify the employee's PTO accrual retroactively to the beginning of the period.

* As of ratification (10.10.2018) employees hired into or transferred into a RSAM role are non-exempt and accrue PTO according to non-exempt PTO grid. Current RSAM's at the time of ratification will maintain exempt status until June 30, 2021. At that time, they become non-exempt and begin accruing PTO according to the non-exempt PTO grid.

ADDENDUM C
DISABILITY ACCOMMODATION GUIDELINES

1. Access to accommodated work must be preceded by timely, sufficient medical documentation provided by the employee.
2. An employee with a medical restriction will be accommodated on the home unit if there is work that meets the restrictions as outlined in the medical documentation.
3. Placement on another unit for a time-limited restriction will be coordinated by the director and manager of the home unit in collaboration with CSR/ACNRP.
4. If appropriate accommodated work is not available, the employee may not work and will be placed on the appropriate status (i.e., PTO, EST, and LOA).
5. Work Connections will become involved in the assessment and interpretation of medical documentation as well as the coordination of work-site evaluation, employee assessment and appropriate matching of restrictions to job functions as follows:
 - a) Employee with a work-related injury or illness at the time of the initial injury or illness;
 - b) Employee who self-refers at any time;
 - c) Employee requesting accommodated work for a long-term restriction;
 - d) Employee requesting return to work from Long-Term Disability (LTD) status;
 - e) Employee requesting accommodated work for a time-limited restriction, but who does not present sufficient medical documentation;
 - f) Employee requesting accommodated work for a time-limited restriction, but who cannot be accommodated on the home unit or placed on another unit through CSR/ACNRP;
 - g) Employee who requests an extension of extended sick time, or an extension of a medical leave of absence;
 - h) Employee whose initial request for extended sick time or leave of absence is not accompanied by sufficient medical documentation, or is deemed excessive by the manager;
 - i) Employee who desires to pursue accommodated work opportunities at the time the initial request for extended sick time or leave of absence is presented. In this regard, the manager may initiate a discussion about accommodated work with the employee at this time, however if the employee does not agree, the issue will not be pursued during the initial absence, assuming approval of the absence by the manager.
 - j) Nursing Administration, UMPNC leadership, Human Resources will work together with Work Connections to facilitate timely, appropriate placement of employees who require work accommodations as outlined in the attached flowchart.

- k) Placement of the addicted and/or impaired employee will be considered as a part of the disability accommodation guidelines as defined by the ADA.

Definitions:

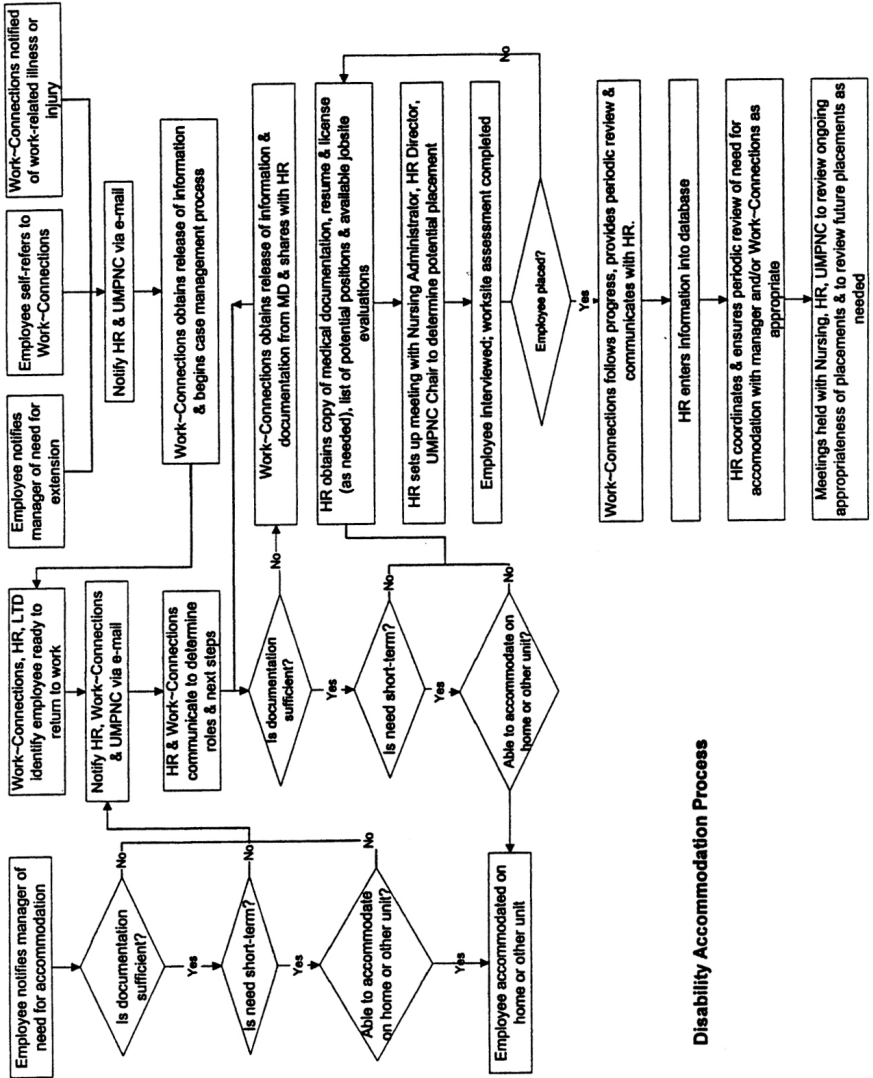
A time-limited restriction is a temporary inability to perform the full range of duties due to a medically documented condition, which is expected to change or improve such that the employee may return to his/her usual duties within six months (or nine months for pregnancy, excluding childcare leave of absence).

A long-term restriction is an inability to perform the full range of duties due to a medically documented condition, which is not expected to change or improve within six months (or nine months for pregnancy, excluding childcare leave of absence).

An accommodation is the use of adaptive devices or aids, or the reorganization of duties or environment such that an employee with restrictions can perform the essential functions of a position.

A special schedule is a schedule designed to meet an employee's medically documented work restriction related to shift length, number of sequential workdays, number of hours in a week, time of day, or shift rotation, which is substantially different from the usual schedules of a unit employee with the same classification and seniority who does not have a work restriction.

CONTRACT ADDENDUM



Disability Accommodation Process

ADDENDUM D
PROFESSIONAL DEVELOPMENT FRAMEWORK
AND ROLE SPECIFIC ADVANCEMENT MODEL

The fundamental foundation of the Professional Development Framework and Role Specific Advancement Model (RSAM) is that employees in Framework classifications Levels A-F or the RSAM classifications of Competent to Mastery+, whose primary role is direct patient care, will have the opportunity to advance within an abundance model based on evidence of meeting behaviors as defined in Section G of this Addendum.

The Role Specific Advancement Model (RSAM) applies to employees in the roles of Flight Nurse Specialist, RN Case Manager, Educational Nurse Coordinator and Clinical Care Coordinator.

SECTION A. ADVANCEMENT WITHIN THE PROFESSIONAL DEVELOPMENT FRAMEWORK AND RSAM

- 1) Employees at Framework Level C and higher or RSAM-Competent and higher, with at least six months of service, will have the option to apply for advancement to a higher level. . The following jointly developed principles apply:
- 2) Advancement to Framework Levels D, E, or F and RSAM levels Expert, Mastery, or Mastery+ is a Central Committee process with appeal available through the Appeals Board.
- 3) All peer evaluations must be signed and made available to the employee being evaluated.
- 4) Applications for advancement will be accepted by the Central Committee on an ongoing basis with timeframes for quarterly decisions.
- 5) Appeals will be resolved through an appeals process.
- 6) Discipline will not be an automatic bar to advancement or renewal, nor will the facts giving rise to the discipline be automatically discarded from consideration of advancement.
- 7) There will be no educational degree requirement for Framework Level A to E beyond nursing licensure.
- 8) A Master's degree is the educational requirement for Framework Level F and RSAM-Mastery+. ¹⁵⁰
- 9) Advancement will be made on meeting a preponderance of all behaviors in total. However, the employee must meet a preponderance of behaviors in the Framework Clinical Skills and Knowledge or RSAM Clinical Thinking and Judgment Domains.
- 10) In order to provide opportunities for RN's to meet contribution requirement, each unit or clinic will identify potential areas for practice improvement that may be addressed through staff RN work

¹⁵⁰ See Appendix A: Wage Schedules for Pay Grids. Pay Grids for Framework Level F will be a \$0.50 differential from Framework Level E in all Steps. Pay Grids for RSAM - Mastery+ will be a \$0.50 differential from RSAM - Mastery in all Steps.

- 11) The Manager Voice Tool for Ambulatory Care employees will be completed by the Clinical Nursing Director.

SECTION B. FRAMEWORK/RSAM ANNUAL EVALUATION AND RENEWAL PROCESS

- 1) The annual evaluation and renewal processes will occur simultaneously at the unit level between the employee and the Clinical Nursing Director on the employee's anniversary date and will be based upon manager, peer and self-evaluation.
- 2) All peer evaluations must be signed and made available to the employee who is being evaluated.
- 3) The annual performance evaluation is aligned with Framework/RSAM behaviors.
- 4) Discipline will not be an automatic bar to advancement or renewal, nor will the facts giving rise to the discipline be automatically discarded from consideration of advancement in Framework or RSAM.
- 5) If there are issues in regard to level maintenance, the manager will notify the employee as soon as possible and institute a corrective action plan. No employee will have their level changed without the opportunity for a corrective action plan to include Association representation and an appeals process.
- 6) The Appeals board procedure will apply to the renewal process.

SECTION C. TRANSFERS ACROSS UNITS OF BARGAINING UNIT MEMBERS

- 1) Framework or RSAM employees transferring to like areas of current or past practice will retain their current level within the Framework Model or Role Specific Advancement Model and will be required to demonstrate behaviors to retain the level within twelve (12) months of transfer.
- 2) Framework or RSAM employees transferring to an unlike area of current or past practice will be placed as follows:
 - a) Framework Levels C, D, E, and F to Framework Level C.
 - b) RSAM – Competent, Expert, Mastery, and Mastery+ to RSAM – Competent. Level evaluation will be completed by the employee and the Clinical Nursing Director six (6) months after successful completion of orientation.
 - c) Evaluation for a higher level will not be completed until the employee has successfully completed the orientation or internship.
- 3) Advanced Practice Registered Nurses (APRN) transferring into Framework or RSAM roles will be placed as follows:

Like area of practice will be placed as follows:

- Framework Level E
- RSAM - Expert

Unlike area of practice will be placed as follows:

- Framework Level D
- RSAM - Competent

Employees may apply for advancement to another level six (6) months following transfer.

- 4) RSAM employees transferring into the Professional Development Framework will be placed as follows:

Like area of practice will be placed as follows:

- RSAM-Competent to Framework Level D
- RSAM-Expert, Mastery, and Mastery+ to Framework Level E

Unlike area of practice will be placed as follows:

- RSAM-Expert, Mastery, and Mastery+ to Framework Level C.

Employees may apply for advancement to another level six (6) months following transfer.

- 5) Framework employees transferring into the Role Specific Advancement Model will be placed as follows:

Like area of practice:

- Framework Levels C and D to RSAM - Competent level
- Framework Level E and F to RSAM - Expert level

Unlike area of practice:

Framework Levels C, D, E, and F to RSAM - Competent level.

Employees may apply for advancement to another level six (6) months following transfer.

- 6) Areas agreed to be considered “like” units are:

- Adult acute care to Adult acute care
- Adult ICU to Adult ICU
- Specialty to Specialty
- Pediatric acute care to Pediatric acute care
- OR to OR

Additionally, units, which share at least two (2) of the three (3) following characteristics, are considered to be “like” units:

- Developmental level of patients (adult, pediatric, neonate/infant)
- Level of care (ICU, General Care, Ambulatory Care, Procedural)
- Specialty (i.e. Cardiac, Oncology)

Should disagreement exist about the determination of “like” and “unlike” areas, a meeting between the employee, manager and a UMPNC Rep will be held to resolve the matter.

- 7) Employees at Framework Level A, who transfer during the one-year period following date of hire, per Paragraph 282, will remain at Framework Level A on the new unit for an additional twelve months.
- 8) Employees transferring into an internship program will be designated as interns. In this situation, compensation will be as follows:
 - a) Employees at Framework Level A and C will have a 5% wage reduction;
 - b) Employees at Framework Level D or greater will be placed at Framework Level C with a minimum 5% pay reduction.
 - c) Following completion of the internship program, the employee will be evaluated for level placement and salary will be commensurate with that level.
 - d) Evaluation for a higher level will not be completed until the employee has successfully completed the orientation or internship.

SECTION D. NEW HIRES AND TRANSFERS TO THE BARGAINING UNIT INTO PROFESSIONAL DEVELOPMENT FRAMEWORK AND ROLE SPECIFIC ADVANCEMENT MODEL POSITIONS

- 1) New hires with 0 to 11 months RN experience will be placed at Framework Level A. Employees in Framework Level A will move to Framework Level C –Step 1 on their one-year anniversary.
- 2) Employees with 12 months or more RN experience will be placed at Framework Level C for Framework positions and the appropriate Step based on RN experience.
- 3) Employees with 12 months or more RN experience will be placed at RSAM-Competent for RSAM positions and the appropriate Step based on RN experience.
- 4) Registered Nurses who have left the bargaining unit but who have remained in a regular University position(s) will be placed into the Framework upon their return to the bargaining unit as follows:
 - a. Like Area of Practice:
 - Level C (278040)
 - May immediately apply for advancement
 - b. Unlike Area of Practice:
 - Level C (278040)
 - May apply for advancement after six months in the new role

SECTION E. CENTRAL COMMITTEE/APPEALS BOARD

- 1) The Central Committee will be representative of all nurses, and membership will be jointly determined by the Association and the University based upon the following principles:

- 2) Central Committee work will be completed on paid release time.
- 3) Central Committee replacement process.
 - a) Continue with steering committee to JIT process. Steering committee will document principles for replacement and develop a revised process to solicit interest. Criteria for selection and evaluation of applicants in accordance with the criteria will be brought to JIT for approval. One-half of central committee members will rotate off each year.
 - b) The Central Committee members will be selected by a process that seeks volunteers. Decisions on membership will be made jointly by UMPNC/UMHS.
 - c) Central Committee members will have two-year terms. One-half of membership will turn over annually.
- 4) The Central Committee will submit a quarterly report that includes the number of applicants and the number approved and denied. The report will be sent to the Association, the Joint Implementation Team (JIT), Nursing Executive Committee (NEC) and Retention Committee.
- 5) Disagreements regarding level movement will be resolved through an appeals process.
- 6) Membership of the Appeals Board shall be composed of one-half Association appointed seats. Appeals Board members rotate two off each year – one from UMPNC and one from UMHS, resulting in three-year terms.

SECTION F. FRAMEWORK AND RSAM EDUCATION AND INFRASTRUCTURE

- 1) A list of mentors with areas of expertise will be maintained and made accessible electronically.
- 2) Education in regard to the Framework will include portfolio development, novice to expert concept and exemplar writing. The following classes will be offered:
 - Introduction to Framework/RSAM
 - Doing a self-assessment
 - Writing an exemplar
 - Providing peer feedback (See paragraph 28E)
 The above classes are not mandatory to apply for advancement, but are provided as a choice of the employee to utilize.
- 3) Central Committee members, coaches, managers, and Association executive leadership will all receive the same education including interest-based problem resolution.
- 4) Coach Infrastructure will be developed and refined through PDRI/CPDM/ESN, to include:

- Designated time for coaches to coach as part of their appointment fraction. The process will be coordinated through PDRI.
- Formal education for coaches
- Access to a cadre of coaches that can be scheduled for blocks of time as determined by a needs assessment.
- Applicants must declare the intent to apply and must be offered a coach as a choice of the employee.

SECTION G. Levels of Professional Practice Across Domains

Visit the following web sites to view detailed domain descriptions.

<http://www.med.umich.edu/nursing/framework/behaviors/index.htm> (Ctrl click to open)

<http://www.med.umich.edu/nursing/roleAdvance/levels.htm> (Ctrl click to open)

**ADDENDUM E
STAFFING MODEL ATTACHMENT**

Staffing Models are created using many different variables, including but not limited to:

- Staffing levels

Current staffing levels guidelines (RN only)		
Adult	General Care	4:1 up to 5:1 on nights
	Tele	3:1
	ICU	1:1, noncritical ICU patients or stepdown status 2:1
Pediatric	Gen Care	3-4:1 day shift and 4-5:1 on nights
	SVU	2-3:1
	7E	2-3:1 days and nights 3-4:1
	PICU/PTCU	1:1, noncritical ICU patients or stepdown status 2:1
	OR	AORN guidelines-nurse in every room
	ED	EC3 – 2:1, Resuscitation 1:1, other area 3:1, Hallways/Recliners 4:1
	Children’s ED	Other areas 3:1, Resuscitation 1:2
	Adult PACU	ASPAN guidelines 1:1 or 2:1, phase 1 & 2 depending on pts., Pre-op 3:1
	Peds PACU	ASPAN guidelines 1:1 phase 1, phase two 3:1

*Staffing levels may increase or decrease within a unit and within a shift, depending on acute changes in acuity, patient status, or unanticipated volume in unscheduled areas

*Some patients may require 1:2 ratios due to complexity of care such as ECMO, large burn admissions/resuscitations, etc.

- Average daily census
- Admissions and discharges
- Acuity of patient types, workload and nature of care required
- Any specialized qualifications/competencies required for the unit population and skill mix of nurses and support staff
- Effects of patient charting requirements
- Space, technology and equipment needed to provide care
- Nationally recognized evidence based standards and guidelines

Modification in the numbers of staff may occur as unit populations and patient care needs/acuity changes.

INTENT NOTE

ARTICLE 1: RECOGNITION AND DEFINITIONS

8. We agree to educate managers regarding the use of temporary and Per Diem staff:
 - a) Relief for regular employee scheduled PTO
 - b) Not as an allowance for paid time off.
 - c) Not built into 40 hour/week schedules unless filling in for leaves of absence, extended sick, unfilled posted positions (Reference Overtime System, Article 15).
 - d) Limited in duration.

9. Each unit will have the ability to utilize Per Diem employees. Units with CSR/ACNRP coverage will be defined as described in paragraph 14. Units/areas without CSR/ACNRP coverage may develop Per Diem coverage areas based on but not limited to similar skill requirements, level of care, specialty and/or patient population across established areas and units as deemed necessary.

INTENT NOTE

ARTICLE 3: PROFESSIONAL NURSING

- 20A. The American Nurses Association (ANA) position statement on the use of unlicensed assistive personnel will be accessible to employees on the units and included in central orientation. The delegation competencies will be mutually reviewed and then the gaps will be identified and addressed.

22. The American Nurses Association (ANA) and the Michigan Nurses Association (MNA) delegation guidelines will be adopted.

25. In regards to employee engagement, satisfaction, or performance data, no individual or identifiable performance data will be shared with unit or clinic staff. Aggregate data will be used for problem solving and process improvement whenever it is appropriate and/or possible. Periodic updates will be provided to JIT for initiatives that affect nursing practice and/or workload.

Employee engagement/satisfaction data will be shared within ten days of receipt by the manager and discussed with employees within 45 days. Purpose for such meetings will be to positively impact a unit's culture. Action plans with concrete timelines and thresholds for improvement will be forwarded to the appropriate Director of Nursing, Recruitment & Retention, and the Association. Either party may subsequently call for a meeting to evaluate effectiveness of such plans.

- 28D. An employee signature on a performance evaluation does not confirm agreement with the evaluation.

INTENT NOTE

ARTICLE 13: STAFFING AND SCHEDULING

Article 13: This article, with the exception of paragraph 88 and 88A, does not apply to APRN's.

90. Coordination of schedules and resolution of any other professional or contractual concerns related to regular employees working split appointments on different units will be addressed through collaboration among the employee and the unit managers
- 90A. Positions, which include assignment to every weekend, may be posted.
91. The definition of a weekend for temporary or Per Diem employees will match the contractual definition of a weekend. Any unit-based temporary or Per Diem will be required to work some weekends and off shifts, and shifts during holiday weeks. The workload review committee will review equitability.¹⁵¹
- Schedule requests for unit employees will be honored first, then Per Diem staff, and then temporary staff will be honored.
93. "Emergency" means:
- a) There are no other options available to remedy the situation
 - b) The unit is unable to function, and changing the schedule is of the highest degree necessary to ensure the unit's ability to function
 - c) Budgetary considerations do not constitute an emergency
99. "Not normally" means unusual, rare occurrence.

¹⁵¹ See Addendum A: Per Diem/Unit-Based Temporary Guidelines

100. We agree that an employee who transfers or is hired into a position, which is posted to include every weekend, will have priority for weekend work over an employee who requests additional weekends. However, an individual employee who requests to work additional weekend shifts cannot be denied those shifts as long as there is any other employee on the unit who wants additional weekends off provided the staff remaining have the ability to do the work. The intent is to increase weekends off for those employees who desire that schedule by allowing other employees to work additional weekend shifts by request.

Weekends are not prescheduled unless on 'fixed' schedules or works every weekend on the requests sheets.

We agree that the eight (8) weekend shifts shall be counted consecutively.

"Equitably as practicable" refers to employees available to have an extra weekend off. We agree there are implications related to scheduled time off: Staff will not be required to take accrued PTO in order to maintain equitability; staff on scheduled paid time off need to be taken into account.

131. The six (6) month waiting period for shift preference does not apply to employees who transfer as a result of reduction-in-force.

INTENT NOTE

ARTICLE 15: OVERTIME

Article 15: This section does not apply to APRN's. See related MOU's.

158. Guidelines for Recording Systems for applicable areas related to Overtime, Assigned Time Off, On-Call and Float:
- Eligible overtime and over appointment (including those hours worked to cover Incremental PTO¹⁵²) will be recorded for purposes of determining hours accrued toward limit, assigning overtime and release when overtime is no longer needed.
 - Overtime will be recorded in a log(s) comprised of two components: equity and scheduling
 - Hours accrued toward an individual limit will be recorded in an equity log. Hours accumulated in excess of the defined individual limit will not be recorded in the equity log.
 - Eligible overtime/over appointment hours worked and all other hours qualifying for the mandatory OT premium will be recorded in the schedule period Log.
 - Credit for eligible float occurrences will be recorded on the equity log or the assigned time off log, at the employee's direction as the date of last occurrence.

¹⁵² See Paragraph 157 – cancellations. Record with differential marking/coloring.

- Details regarding the format, definition of occurrence, method for "zeroing" the logs, etc., will be determined by each unit's Workload Review Committee.

163B. UNIT CATEGORIES

24/7 Units

For purposes of the overtime system, 24/7 units are those areas where patient care is provided twenty-four hours per day, seven days per week. Included with the 24/7 units are the Vascular Access Services and CSR employees assigned to 24/7 clusters.

VVWH Women's Birthing Center, Emergency Department, ECMO

Due to the on-call requirements related to unscheduled patient care, the Emergency Department, VVWH Women's Birthing Center and ECMO have a separate overtime system. In addition, these areas are considered unscheduled patient care areas for the purpose of Article 17, On-Call Systems and Pay only.

Procedure Areas (Unscheduled Patient Care Areas)

For the application of the overtime system, procedure areas are usually described as follows:

- 1) Patient care is not scheduled on a twenty-four hour/seven day basis;
- 2) On-call is required to manage unscheduled patient care;
- 3) Patient care is related primarily to specific procedures and/or treatment.

Based upon these criteria, procedure areas include, but are not limited to: Operating Rooms, Post Anesthesia Care/Recovery Areas, Medical Procedures Unit, Acute and Chronic Hemodialysis, Livonia Surgery Center Operating Rooms, Photopheresis, Cancer Center Infusion Areas, Cancer Center Procedure Areas B1 and B2, Radiology, Cardiac Cath Lab, EP Lab and Transfusion Apheresis Services.

For purposes of the overtime system, hire rates for external candidates, and the Ambulatory Care Collaborative Practice Model, Ambulatory Care Clinics are usually described as follows:

- 1) Care is provided primarily to outpatients;
- 2) Patient care is not provided twenty-four hours/seven days;
- 3) The unit is where physicians hold office hours for the purpose of seeing outpatients;

Based upon these criteria Ambulatory Care Clinics include, but are not limited to:

Taubman Center clinics, Comprehensive Cancer Center clinics, Pediatric Surgery and Pediatric Cardiology clinics, Pain Clinic, Occupational Health Service, University Health Service, MOHS Clinic, Cancer Answer Line, Radiation Oncology, and on-site and off-site health centers and clinics.

Home-Med and Care Management Services are included with the Ambulatory Care Clinics for purposes of the overtime system only.

- 163C. Through joint agreement, an individual unit or units may be designated for a specific time period during which the hours worked would be eligible for a premium above the applicable overtime and trigger bonus. The specific detail about the premium and the timeframe will be announced each time a joint decision is made.
- 163E-6. This section only referred to those areas in Para 170D (Short Term Systems on 24/7 Units). It should also include those in the VVWH Women’s Birthing Center, ECMO and ED units. In that, the hours of on-call count toward the individual limit (excluding the ED’s explicit use of 4 hours on-call in a 4-week period: Para 163D-3). Only the hours worked pursuant to on-call apply toward eligibility for the OT incentives. (Mutual Agreement on Jan. 29, 2010)

INTENT NOTE
ARTICLE 15-A: ASSIGNED TIME OFF

- 164D. "Endeavor to" means:
- a) Needs of the unit which address issues related to clinical competence and ability to do the work. This may require flexibility of both the manager/employer and the employee.
 - b) Is dependent on the ability of the remaining staff to do the work.
 - c) Does not depend on the amount of Scheduled PTO the staff have, or whether they are on vacation.

INTENT NOTE
ARTICLE 16: SHIFT PREMIUM

Article 16: This article does not apply to APRN’s.

INTENT NOTE
ARTICLE 17: ON-CALL SYSTEMS AND PAY

Article 17: This article does not apply to APRN’s.

- 170A. Due to the requirement for on-call systems, the procedure areas as identified in Intent Note 163B, plus the Emergency Department, ECMO and Women’s Hospital Birthing Center are considered unscheduled patient care areas for purposes of Article 17, On-Call Systems and Pay.¹⁵³
171. The parties agree that on-call pay is received even though the on-call period is contiguous with the employee's regular shift.
- 171A. In reference to “on-call systems in place”, it was to be directed at all OR/PACU’s and procedure areas as well as the Women’s Birth Center (WBC), ECMO and the Emergency Department (ED). (Mutual Agreement on Jan. 29, 2010)

¹⁵³ See Intent Note 163B Unit Categories

- 175C. It is agreed that areas with a high frequency call-back rate means that the probability of working greater than twelve (12) hours on a regular basis is high.

INTENT NOTE

ARTICLE 18: CALL BACK PAY

Article 18: This article does not apply to APRN's.

INTENT NOTE

ARTICLE 20: VARIABLE ACTIVITY

Article 20: This article does not apply to APRN's.

- 180B. Refers to Voluntary floats only. Designated and Committed floats return to home unit and if necessary are added into consideration for ATO on home unit.
- 180D. Credit for float occurrence does not apply to Designated and Committed floats. Exemption from next mandatory ATO applies to voluntary and committed floats but not to Designated floats.

183. We agree that "not normally" refers to a response to a situation that is expected to last for a period of time and is anticipated. We also agree to continue to allow floating over the Christmas holiday for those units that wish to continue that practice.

We also agree that "not normally" refers to an isolated situation, which requires a response, is urgent and not ongoing, and is related to patient care.

We agree that a nurse who is floated will be given less complex or difficult patients unless she/he requests patients that are more complex.

We agree that in other than "not normally" situation, floating will be on a voluntary basis.

185. The parties agree that the staffing system will be comprised of centralized and local resources and that an emphasis will be placed on providing work to regular employees to meet both anticipated and unanticipated needs. The parties will also explore the concept of establishing parameters for the release of a Central Staffing Resource (CSR) or ANRP employee from an assignment.

Changes in planned CSR/ANRP coverage will be reported to the unit charge nurse/lead nurse so that problem-solving may occur.

The University agrees that temporary or Per Diem employees should not be given work if a regular employee does not have work, as long as the regular employee is qualified to do the work.

Employees who are subject to a reduction-in-force and who have not been placed in a regular job opening will replace a temporary or Per Diem employee on a unit or may, at the University's option and at the employee's request,

be temporarily placed as a regular employee through the Central Staffing Resource or ACNRP for ninety (90) days, effective the first day of work in CSR/ACNRP, unless there is joint agreement to extend the placement. In the absence of an extension, the employee may be offered a position for which he/she is qualified. Rejection of such an offer will be considered a voluntary termination.

In the event that a regular employee replaces a Per Diem or temporary employee who is filling a position for another regular employee on extended sick time or leave of absence where the position is being held, the employee subject to a reduction-in-force will only hold that position until the original regular employee returns to the position.

If the employee subject to a reduction-in-force has not been placed in a regular job opening when the employee returns from extended sick time or leave of absence, the University will place him/her in another position or the Central Staffing Resource or ACNRP as outlined above, if work is available.

We agree to educate managers regarding the use of temporary and Per Diem staff:

- a) Relief for regular employee vacation
- b) Not as an allowance for paid time off
- c) Not built into 40 hour/week schedules unless filling in for leaves of absence, extended sick, unfilled posted positions (Reference Overtime System, Article 15)
- d) Limited in duration

185C. A process to provide Central Staffing Resource coverage for those units with non-traditional and/or varying shift lengths will be developed.

185N. The option for a seasonal assignment is not intended to be a multi-unit (dual unit) position and as such, classification is not determinative. It is the intent that the employee would have a designated home unit and that the secondary unit would pay for orientation.

INTENT NOTE

ARTICLE 26: REDUCTION OF THE WORKING FORCE & RECALL PROCEDURES

Article 26: Refer to Article 53A: Nurse Practitioners.

247. We agree that "priority consideration" means consideration including an interview.

258. In regard to placement of employees who have been subject to a reduction-in-force in the CSR/ACNRP, we agree that:

- a) Placement is at the University's discretion and at the employee's option;
- b) The employee may not refuse an offer of a regular position and opt to go into the CSR/ACNRP;

- c) The intent is to place the employee in a regular position or training position; and,
- d) The employee retains recall rights consistent with those of a laid off employee.¹⁵⁴

260. "Whenever practicable" refers to the number of employees reduced-in-force, the number of open positions, and the time frame for placement.

264. In the recall paragraphs, "same position" refers to the same unit and same classification from which the employee was removed. An employee may be offered recall to a position of more or less than the original appointment hours. However, the employee may decline a position of less than eighty percent (80%) of original appointment hours without losing recall rights.

INTENT NOTE

ARTICLE 27: TRANSFERS: PROMOTIONS, DEMOTIONS, AND LATERALS

Article 27: Refer to Article 53A: Nurse Practitioners.

284. Job preference will be given to UMPNC employees for Bargaining Unit positions for which they are qualified.

Evaluation of the desired qualifications may include input from references.

SUBSTANTIAL DIFFERENCE DEFINITION:

In an effort to meet the mutual interests of staff and managers, the following principles related to transfer and promotion were jointly developed:

- To professionally value each other and to be respectful to each other's skills'
- To foster commitment to internal and more senior employees;
- To be able to demonstrate the relevance of required and desired qualifications to the role.

If a less senior or external candidate possesses exceptional professional credentials, skills, knowledge or abilities, he/she may be selected over a more senior or internal candidate according to the following guidelines:

- 1) The professional credentials, skills, knowledge or abilities are relevant to the role, identified prior to the posting and listed in priority order as desired qualifications.
- 2) Assessment of the professional credentials, skills, knowledge or abilities is accomplished objectively through a combination of the candidate interview, resume, references, educational records or other documentation;

¹⁵⁴ Paragraph 264

- 3) The professional credentials, skills, knowledge or abilities enhance the ability to do the work so that the candidate will be able to become expert and function independently within an abbreviated timeframe.
- 4) Placement of the candidate who possesses the professional credentials, skills, knowledge or abilities will further institutional and unit goals including quality patient care, patient/family satisfaction, cost effectiveness, and will promote effective teamwork.

Professional credentials, skills, knowledge or abilities include, but are not limited to:

- Relevant education including degree, certification or continuing education;
- Experience, both theory and practice based, evaluated by considering the breadth and depth, how recent, relevance, and specialized skills or knowledge.
- Professional qualities including progressive professional growth, demonstrated interpersonal skills, initiative, leadership, and work quality or performance.

It should be noted that there is a saturation point for experience; that is, a longer period of the same or similar experience in and of itself may not constitute a substantial difference. Similarly, short periods of the same experience may not indicate enough depth to be substantial.

INTENT NOTE

ARTICLE 28: WORK REDESIGN

Article 28: Refer to Article 53A (Nurse Practitioners) related to paragraph 303.

INTENT NOTE

ARTICLE 29: PAID TIME OFF

Article 29: See Article 53A (Nurse Practitioners) for Section E.

325. Upon implementation of PTO, the equivalent of eighty (80) hours of current sick time was moved into a one-time bridge bank to be used when the employee experienced continuous illness, which required movement to Extended Sick Time (EST). The remaining current sick time accrual hours were held either to replenish the bridge bank or to supplement the EST. The former sick accruals are not renewable.

Hours in the one-time bridge bank will not fluctuate either up or down with changes in appointment fraction, but will remain applicable to the employee's appointment fraction at the time the bank was established.

Efforts will be made to restore banks that have been changed.

A "sell back" will occur every December for payment the last payday in January.

Employees will be granted a minimum of seventy percent (75%) of their year's accrual rate, as scheduled time off.

- 333P.2 Examples of patterns of unscheduled absence may include, but are not limited to, calling in on the weekends; calling in on the last scheduled day before the holiday; calling in on the first scheduled day after the holiday; calling in when scheduled to rotate to the off shift; before or after scheduled PTO; and calling in on the same day off of the week.

The employee's past history related to the use of PTO should be taken into account. A sudden change in PTO usage may indicate a need for special consideration for time off. An atypical life event may be experienced which could lead to a moderately lengthy and inconsistent usage of PTO. Our intent is to work with the employee and to facilitate successful progress through the event. The problem solving meeting is intended to be one method to identify these issues and to provide assistance as appropriate. The problem solving meeting can also be utilized to promote a thorough understanding of the issues and professional use of PTO.

INTENT NOTE
ARTICLE 30: EXTENDED SICK TIME

- 343A. The Association and the University will consider accommodating employees in such roles as Association representatives on committees, Professional Development Framework implementation and other similar work.
- 343B. The University agrees to identify retraining opportunities to facilitate and/or expand career options for employees with disabilities.
- 343C. Employees receiving long-term disability (LTD) who are given work trial placements through CSR/ACNRP will not be considered as holding a regular position.
- 343D. We agree that employees covered by this paragraph qualify as disabled under the Americans with Disabilities Act. (ADA)

The University agrees to identify retraining opportunities to facilitate and/or expand career options for employees with disabilities.

INTENT NOTE
ARTICLE 32: HOLIDAYS

Article 32: Refer to Article 53A (Nurse Practitioners) related to scheduling time off and work.

349. Holiday Substitution Language and Operational Information for 24/7 Units
April 14, 2005 Interpretations:

- 1) The employee can only substitute holidays they are off. Since this was the employee's off holiday, all attempts will be made to see that they are off the date to which they have moved the holiday.
- 2) Holidays cannot be substituted into weeks there is a university-designated holiday.
- 3) To substitute a holiday to another date, the employee must be working the week that the holiday would have fallen into and may actually be scheduled to work on the holiday itself. (Example: To substitute July 4 to another week, the employee will be scheduled to work the week of July 4. An employee on a leave may not substitute holidays to dates outside of the leave.)
- 4) Holiday incentives only apply to the weeks of University designated holidays. (Paragraph 349)
- 5) In order for substituted holidays to be granted on a seniority order basis and for priority scheduling consideration over granted vacations, holiday substitution requests will be made within the week following the posting of the unit's tentative holiday schedule.
- 6) Following this priority week, holiday substitution requests will be granted on a first come, first serve basis as the unit schedule can accommodate taking into consideration already granted holiday substitutions and vacations granted.
- 7) Holiday substitution requests must be submitted in writing with the date of submission to the manager or supervisor.
- 8) Holiday substitution requests will be honored in the same time block as vacations, May 1-April 30. Suggested calendar of events:
 - a) January: Holiday request period
 - b) February 1st: Tentative holiday schedule posted
 - c) First week of February: Requests for holiday substitutions submitted for granting in seniority order
 - d) February: PTO granting process proceeds
 - e) Second week of February: Holiday substitution requests accepted and granted on a first come first serve basis.

354A. Units that are completely closed (no work/no call) on the "observed" holiday will pay the Holiday Premium as in Para 354A to those employees that work on the 'actual' holiday. Units that are open in some capacity on both days, the "observed" and the "actual" Holiday, will pay the Holiday Premium as in Para 354A to those employees that work on the "actual" holiday. Holiday pay may be recorded and paid on the "observed" holiday as described in Para 347 to those employees that did not work. This does not apply to the M-F only areas that do not open on an additional off-day because of the holiday or 7-days per week operations that observe the holiday on the Saturday or Sunday. (Mutual Understanding 11/2010)

354A.2 The mutually agreed day off must occur within the same pay period of the Holiday and is paid at straight time.

- 367B. The WRC should make clear in their discussions and in the vote of the unit members regarding the inclusion or exclusion of those employees working on December 25 having the guarantee to have either December 24 or 26 off.

http://www.med.umich.edu/nursing/jit/docs/HOLIDAY_QA_2010.pdf

INTENT NOTE
ARTICLE 38: LEAVES OF ABSENCE

415. For the purpose of return obligations from military service, Paragraphs 424 and 424A covers or exceeds the following summary of USERRA return obligations:
- If the period of service in the military was 90 days or less, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence.
 - If the period of service in the military was more than 90 days, the employee must be placed in the position in which the employee would have been employed had they not been on a military service leave of absence or a similar position. To be considered similar, the position must have equivalent pay.
 - The employee's Department is responsible for the placement of an employee returning from a military service leave of absence.
- 424A. We agree that the language on placement following return from a military leave of absence is not consistent with seniority.
426. Employees on a personal leave of absence whose positions are being held will be included for reduction-in-force in seniority order with other employees on the unit.

Employees returning from a leave of absence will be placed in reduction-in-force status if there are insufficient open positions and/or no probationary employees. These employees will be placed in seniority order with those employees subject to a reduction-in-force.

When an employee returns from a leave of absence and there are employees who have been subject to a reduction-in-force, the employee will be placed within the contractual seven (7) day time` frame before other employees provided there are sufficient available positions for all employees to be placed, and the other employees have a time frame to be placed which is longer than the time frame for the employee returning from a leave of absence.

In the event the employee subject to a reduction-in-force has less than seven (7) calendar days remaining in the notification period, he/she will be placed first.

If an employee is temporarily placed in CSR/ACNRP, the employee will retain their former classification and the University will have met its return to work obligation.

INTENT NOTE
ARTICLE 39: BENEFIT PLANS

441. There will be an annual reminder regarding flexible spending accounts each year prior to open enrollment, as long as flexible spending accounts are offered.

442.1. An average aggregate is the compilation of the costs across plans, employees including dependents and children throughout the University. It is not a reflection of actual contributions experienced on an individual basis but an aggregate from within the health care costs (premiums, prescriptions, co-pays and deductibles) and then spread throughout in relation to contributions by both the university and the employee.

The annual period that will be utilized in the determination of hours paid for part-time employees that will go in the determination of qualifying for contributions at the full-time equivalent salary is July 1 to June 30.

The Salary Bands that are referenced can be found at the JIT website and are updated annually at the Benefits website as well.

<http://www.med.umich.edu/nursing/jit/contracts.htm> (ctrl. Click to open)

458. No employee will be permitted to decrease their appointment fraction below fifty percent or twenty hours per week without being fully advised, both verbally and in writing, of the consequences of the reduction as it affects retirement eligibility.

463-463G. Look-back Period of Maternity (Childbirth) and Parental Leave:
Must have delivered child 6 weeks prior to ratification (August 30, 2018) or after to use any portion of 6 week childbirth (maternity leave). If an employee is off with childbirth as of ratification then they would be eligible for the remaining portion of their 6 weeks for childbirth time and then can use the parental leave 6 weeks if desired. Parental leave (6 weeks) can be used if a qualifying event occurred no more than 6 weeks prior to ratification (August 30, 2018).

INTENT NOTE
ARTICLE 46: DISPUTE RESOLUTION PROCEDURE AND MEDIATION PROCEDURE

551. The Association agrees to list specific paragraphs in disputes. Management agrees to answer specifically each of the paragraphs listed. If these commitments are not met, the parties agree to bring this back to the table at the time of the next negotiations. Where either party has a question regarding the lack of specificity in either the dispute or the answer, that party shall approach the other for clarification of paragraph and/or specificity of answer.

An employee may consult with and utilize the Office of Equity and Diversity during the dispute resolution process.

575. If a dispute has not been heard within thirty (30) calendar days of the filing date and there is no extension granted, the dispute may be submitted to the next step of the dispute resolution/arbitration procedures, including mediation where applicable.

The intent is to move disputes forward. The time frames outlined in the rest of Article 46 are the norm. We agree the intent is not to extend the norm, but to deal with exceptions.

INTENT NOTE
ARTICLE 53: CHARGE NURSE GUIDELINES

- 605B. Central and unit charge nurse programs will include problem solving related to staffing issues including the assessment and prioritization of workload, identification of staffing ratios and staff mix options, and the process to secure the required staffing resources.

INTENT NOTE
APPENDIX A-2: WAGE SCHEDULES FOR PER DIEM EMPLOYEES

- 625B. The initial rate for a new hire is set at the lowest rate. The rate is accordingly adjusted quarterly based on the average hours worked in the previous quarter. Quarters are established as January – March, April – June, July – September, October – December.

INTENT NOTE
MEMORANDUM OF UNDERSTANDING:
STARTING RATE FOR NEW EMPLOYEES AND TRANSFERS

654. We agree that RN's who transfer into the Bargaining Unit who were previously in the Bargaining Unit, or who have been in an RN-related role (e.g., Clinical Nursing Director, "nurse manager"), shall have their University RN experience calculated without regard to appointment fraction for purposes of step placement. This language applies to University experience since the most recent University date of hire.

GENERAL INTENT NOTES CONTRACT IMPLEMENTATION

Letter of Agreement:

- a) Following ratification, a jointly written summary will be prepared, including contract changes and process to be followed when issues of intent and interpretation arise.
- b) Following ratification, joint information/orientation sessions will be held for membership, management and administration.
- c) We will establish ground rules prior to forums or any other joint sessions for dealing with issues of dispute and how we will communicate differences.
- d) We agree to bring forward and attempt to resolve problems and issues as they arise.

Definition of "endeavor to":

Where the employer justifies by the use of objective criteria that can be described, including:

- a) Needs of the unit which address issues related to clinical competence, ability to do the work, and may require flexibility of both management/employer and employee.
- b) Management not having time is not an acceptable reason.