

**Agreement between
The Regents of the University of Michigan
and
The Michigan Nurses Association
and
The University of Michigan Professional Nurse Council
Executed November 29, 2011
Expires June 30, 2014**

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1 RECOGNITION AND DEFINITIONS	1.....	2
2 MANAGEMENT RIGHTS	3.....	15
3 PROFESSIONAL NURSING.....	3.....	17
4 PERFORMANCE PLANNING AND EVALUATION	8.....	28
5 NO-INTERFERENCE AND NO-LOCK OUT GUARANTEE	9.....	35
6 NON-DISCRIMINATION.....	10.....	44
7 ASSOCIATION DUES AND REPRESENTATION SERVICE FEES	10.....	47
8 CHECK OFF OF ASSOCIATION DUES OR REPRESENTATION - SERVICE FEE.....	12.....	57
9 ASSOCIATION ORIENTATION	13.....	65
10 BULLETIN BOARDS.....	14.....	72
11 CLASSIFICATION AND WAGES	14.....	79
12 COMPONENTS OF EARNINGS & PAYCHECK CORRECTIONS	16.....	84
13 STAFFING AND SCHEDULING	17.....	88
14 WORKLOAD REVIEW	26.....	133
15 OVERTIME	31.....	140
15 - A ASSIGNED TIME OFF.....	37.....	164A
16 SHIFT PREMIUM	39.....	165
17 ON-CALL SYSTEMS AND PAY	40.....	170A
18 CALL BACK PAY	43.....	176
20 VARIABLE ACTIVITY	44.....	178
20-A PER DIEM EMPLOYEE	49.....	185R
21 SENIORITY DEFINITIONS AND LOSS OF SENIORITY	51.....	186
22 REINSTATEMENT, CREDIT FOR PRIOR SERVICE & BRIDGING	52.....	199
23 INFORMATION LISTS	55.....	216
24 PERSONNEL FILES	56.....	230
25 PROBATIONARY EMPLOYEES.....	56.....	232
26 REDUCTION OF THE WORKING FORCE & RECALL PROCEDURES.....	58.....	243
27 TRANSFERS: PROMOTIONS, DEMOTIONS AND LATERALS	64.....	269
28 WORK REDESIGN	71.....	296
29 PAID TIME OFF	72.....	324
30 EXTENDED SICK TIME	83.....	336
31 EMPLOYEE ASSISTANCE	86.....	344
32 HOLIDAYS	88.....	347
35 FUNERAL LEAVE PAY (BEREAVEMENT)	96.....	403
36 JURY AND WITNESS SERVICE.....	96.....	405

37ANNUAL MILITARY LEAVE	97	410
38 LEAVES OF ABSENCE.....	98.....	410A
39 BENEFIT PLANS.....	108.....	440
40 COMMITTEES	114.....	464
41 EMERGENCY CLOSURE AND EMERGENCY OPERATIONS REDUCTION ..	115.....	469
42 TUITION SUPPORT PROGRAM.....	116.....	474
44 WORKPLACE SAFETY	119.....	484
45 DISCIPLINE	124.....	497
46 DISPUTE RESOLUTION PROCEDURE AND MEDIATION PROCEDURE	129.....	530
47 ARBITRATION PROCEDURE	135.....	575
48 CONFERENCES	137.....	583
49 PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION	138.....	587
50 RELEASE TIME FOR ASSOCIATION BUSINESS.....	140.....	593
52 SUBCONTRACTING, TEMPORARY AND/OR "AGENCY" NURSES	142.....	601
53 CHARGE NURSE GUIDELINES.....	143.....	605
54 SEVERABILITY	143.....	606
55 WAIVER	144.....	607
56 TERM OF AGREEMENT	145.....	608
APPENDIX A WAGE SCHEDULES FOR PAY GRADES GN, A-E, RSAM, N-4 & N5.....	146.....	609
APPENDIX A-1 WAGE SCHEDULES & STEP PLACEMENT FOR CRNA (N-6).....	154.....	620
APPENDIX A-2 WAGE SCHEDULES FOR PER DIEM EMPLOYEES	156.....	625B
PAY GRID FOR MVC 12/23/11	156.....	625E
APPENDIX B CLASSIFICATION TITLES AND PAY GRADES.....	157.....	626
APPENDIX C REPRESENTATION AREAS.....	158.....	631A
APPENDIX D PAID TIME OFF & HOLIDAY REQUEST TIMES	160.....	637A
APPENDIX E CALCULATION OF STRAIGHT DAY SHIFTS.....	161.....	637B
APPENDIX F TUITION SUPPORT	164.....	480
APPENDIX G UMHS/UMPNC DRC NOTIFICATION CHECKLIST	166	
MOU RETIREMENT INCENTIVE	167.....	638
MOU CONTAGIOUS DISEASES.....	167.....	639
MOU DUAL APPOINTMENTS.....	168.....	640
MOU MILEAGE REIMBURSEMENT.....	168.....	642
MOU HOME CARE SVCS. LEASE CAR S, MILEAGE THRESHOLD & REIMBURSEMENT	169.....	643
MOU STARTING RATE FOR NEW EMPLOYEES AND TRANSFERS.....	170.....	652
MOU CERTIFIED NURSE MIDWIVES.....	171.....	655
MOU WEEKENDS	172.....	656

MOU TUITION LOAN.....	172.....	671
MOU UNIT RECONFIGURATION.....	172.....	675
MOU WORKFORCE TRANSITION.....	173.....	697
MOU DUAL UNIT POSITIONS	174.....	700
MOU RELEVANT LABOR MARKETS	175.....	702
MOU DUAL CAREER APPOINTMENTS.....	176.....	703
MOU CRNA PREMIUM PAY.....	177.....	704
MOU GRADUATE NURSE.....	177.....	710
MOU AFTER HOURS SCHEDULE	178.....	713
MOU AREAS NOT COVERED BY CSR	180.....	714
MOU TRANSFER AND PROMOTION	181.....	719
MOU ADVANCE PRACTICE NURSES RECRUITMENT ISSUES.....	181.....	722
MOU ADVANCED PRACTICE EDUCATIONAL PROGRAM.....	181.....	724
MOU WORK-RELATED INJURIES & ACCOMMODATION OF RESTRICTIONS	182.....	726
MOU RETIREMENT PLAN	183.....	727
MOU PTO DONATION PROGRAM.....	184.....	728
MOU HEALTH CARE COSTS – JOINT RESOLUTION	186.....	732
MOU MANAGERS PERFORMING BARGAINING UNIT WORK.....	186.....	735
MOU DISPUTE CHAIR.....	187.....	740
MOU WORK PLACE SAFETY LEADERSHIP EDUCATION.....	188.....	741
MOU WORKLOAD/STAFFING ISSUES	188.....	742
MOU CLINICAL MENTORS.....	189.....	743
MOU MNA PAC CONTRIBUTION.....	189.....	744
MOU NURSE PRACTITIONERS	190.....	745
MOU HOME CARE SERVICES EMPLOYEE EXPENSE REIMBURSEMENT	195.....	746
MOU MICHIGAN VISITING NURSES PHONE TRIAGE NURSING SERVICE	195.....	748
MOU HOME CARE SVCS. VEHICLES, DRIVER REQUIREMENTS & VEHICLE USE	196.....	750
MOU MICHIGAN VISITING NURSES WORKLOAD/STAFFING ISSUES.....	197.....	759
MOU ROTATING SHIFTS	198.....	763
MOU HEALTH AND SAFETY	199.....	765
MOU AMBULATORY CARE NURSE RESOURCE POOL	199.....	768
ADDENDUM A PER DIEM NURSE GUIDELINES	201	
ADDENDUM B PTO GUIDELINES AND DEFINITIONS.....	202	
ADDENDUM C DISABILITY ACCOMMODATION GUIDELINES.....	209	
ADDENDUM D PROFESSIONAL DEVELOPMENT FRAMEWORK & RSAM	212	
INTENT NOTE ARTICLE 1: RECOGNITION AND DEFINITIONS.....	218.....	9

INTENT NOTE ARTICLE 3: PROFESSIONAL NURSING.....	218.....	20A
INTENT NOTE ARTICLE 9: ASSOCIATION ORIENTATION	219.....	70
INTENT NOTE ARTICLE 13: STAFFING AND SCHEDULING	219.....	88
INTENT NOTE ARTICLE 14: WORKLOAD REVIEW	221.....	134
INTENT NOTE ARTICLE 15: OVERTIME	222.....	147
INTENT NOTE ARTICLE 15-a: ASSIGNED TIME OFF	226.....	164C
INTENT NOTE ARTICLE 16: SHIFT PREMIUM	226	
INTENT NOTE ARTICLE 17: ON-CALL SYSTEMS AND PAY	226.....	170A
INTENT NOTE ARTICLE 18: CALL BACK PAY.....	227.....	180A
INTENT NOTE ARTICLE 20: VARIABLE ACTIVITY	227....	185R.3
INTENT NOTE ARTICLE 20-A: PER DIEM EMPLOYEE	229.....	187
INTENT NOTE ARTICLE 21: SENIORITY DEFINITIONS & LOSS OF	229.....	187
INTENT NOTE ARTICLE 25: PROBATIONARY EMPLOYEES	229.....	232
INTENT NOTE ARTICLE 26: REDUCTION OF WORK FORCE & RECALL	230.....	247
INTENT NOTE ARTICLE 27: TRNSFRS: PROMOTIONS, DEMOTIONS, & LATERALS	231.....	269
INTENT NOTE ARTICLE 28: WORK REDESIGN	234.....	297
INTENT NOTE ARTICLE 29: PAID TIME OFF	234.....	325
INTENT NOTE ARTICLE 30: EXTENDED SICK TIME.....	235.....	336
INTENT NOTE ARTICLE 32: HOLIDAYS	236.....	348
INTENT NOTE ARTICLE 38: LEAVES OF ABSENCE.....	238.....	410D
INTENT NOTE ARTICLE 39: BENEFIT PLANS.....	240.....	441
INTENT NOTE ARTICLE 40: COMMITTEES.....	241.....	464
INTENT NOTE ARTICLE 42: TUITION SUPPORT PROGRAM	241.....	477
INTENT NOTE ARTICLE 44: OCCUPATIONAL HEALTH & SAFETY.....	241.....	486
INTENT NOTE ARTICLE 45: DISCIPLINE	241.....	499
INTENT NOTE ARTICLE 46: DISPUTE RESOLUTION & MEDIATION	241.....	551
INTENT NOTE ARTICLE 48: CONFERENCES	242.....	583
INTENT NOTE ARTICLE 49: PROFESSIONAL ACTIVITIES & EDUCATION ...	242.....	590
INTENT NOTE ARTICLE 50: RELEASE TIME FOR ASSOCIATION BUSINESS.	242.....	593
INTENT NOTE ARTICLE 52: SUBCONTRACTING, TEMP. & AGENCY NURSES	242.....	603
INTENT NOTE ARTICLE 53: CHARGE NURSE GUIDELINES	242.....	605A
INTENT NOTE APPENDIX A-2: WAGES FOR PER DIEM EMPLOYEES	243.....	625B
INTENT NOTE MOU: RETIREMENT INCENTIVE.....	243.....	638
INTENT NOTE MOU: MILEAGE REIMBURSEMENT	243.....	642
INTENT NOTE MOU: STARTING RATE FOR NEW EES & TRANSFERS.....	243.....	654
INTENT NOTE MOU: DUAL UNIT POSITIONS	243.....	700

INTENT NOTE MOU: NNP EDUCATIONAL PROGRAM	244.....724
GENERAL INTENT NOTES	244
COLLABORATIVE IMPLEMENTATION	244

1. The Regents of the University of Michigan hereinafter called the “university” or “employer”, and the Michigan Nurses Association and it’s University of Michigan Professional Nurse Council, hereinafter called “Association”, enter into the following agreement this 29th day of November, 2011 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, managers, Clinical Nurse Manager/Nurse Supervisors , Nurse Managers 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. Deleted
7. 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.
8. 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.

9. 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 status¹.
- 9a. 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. 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 basis².
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 need³.
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 Activity" shall mean performance expectations consistent with the individual employee's job.

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 9

² See Intent Note for Paragraph 9A

³ See Intent Note for Paragraph 10

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 Nursing Director.
- 17A. Nurses employed in areas not reporting directly to Nursing will be assigned to a nursing director 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 patient⁴.
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 nurse manager, the nurse manager will be involved in the evaluation to some degree. The employee will have the option of having an individual meeting with the nurse manager, and/or the option of requesting that the nurse manager 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 nurse⁵.
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

⁴ See Intent Note for Paragraph 20A

⁵ See Intent Notes for Paragraph 22

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.

- 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 Director of Nursing 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 Director of Nursing 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 INITIATIVES

25. Policies, procedures and new initiatives affecting nursing care 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. Where involvement does not occur the Association and the University will meet to rectify the omission before the initiative is completed. To this end, designated committees, which address Professional Nursing, will be populated as follows:

- 1) Committees whose membership is elected will have one (1) of the UMPNC members on that committee appointed by the Association.
- 2) For Committees whose membership is appointed, the Association will appoint 50% of the total UMPNC member appointed slots on that committee, within the roles identified by the University.
- 3) In this regard, this paragraph is limited to standing committees and excludes time limited task force, forums and other work groups that report back to standing committees.

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

These employees will suffer no loss of pay as a result of such participation⁶.

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

⁶ See Intent Note for Paragraph 25

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.

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.⁷
- 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 respond⁸.
- 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 28A

⁸ 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, 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.

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.

**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, shall tender to the Association, as a condition of continued employment, either uniformly

required Association dues, or in the alternative, a uniformly required representation service fee.

SECTION B.

49. No employee shall be terminated under Section A of this Article unless:
50. The Association first has notified the employee by letter, explaining that he/she is delinquent in not tendering either the uniformly required Association dues or a uniformly required representation service fee, and specifying the current amount of such delinquency and warning him/her that unless dues or service fee are tendered within thirty (30) calendar days he/she will be reported to the University for termination as provided in this Article, and
51. The Association has furnished the University with written proof that the procedure of Section B. 1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Association must specify further, when requesting the University to terminate the employee, the following by written notice:
52. "The Association certifies that _____ has failed to tender either uniformly required Association dues or service fee required as a condition of continued employment under the collective bargaining Agreement and that under the terms of the Agreement, the University shall terminate the employee".

SECTION C.

53. If the amount of the representation-service fee is formally challenged by an employee, the Association shall have the sole burden of establishing the legal validity of the fee. The University shall not be obligated to terminate such employee's employment until the formal challenge has been resolved.
54. However, any employee who has an objection on file prior to April 15, 1981, shall be exempt from paying dues/service fees for the duration of their employment at the University.
55. At the request of the Association, and as an alternative to termination, an employee hired after January 29, 1990, whom the Association duly certifies as delinquent in the payment of dues or the required representation fees according to the procedure set forth in Paragraphs 50-52, will have the required membership dues or service fees deducted from his/her wages by the University. The University will remit such dues or fees to the Association in accordance with the procedure outlined in Article 8 of this Agreement.

SECTION D.

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 or from complying with any request for termination under this Article.

**ARTICLE 8
CHECK OFF OF ASSOCIATION DUES
OR
REPRESENTATION - SERVICE FEE**

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 or the representation service fee from the pay, if any, of each employee who voluntarily executes and delivers the deduction authorization form provided by the association. Employees who do not have payroll deduction or a paycheck will be required to tender dues or service fees directly to the Association.
58. The following certification form shall be used by the Association when certifying membership dues and the representation-service fee.

CERTIFICATION OF FINANCIAL OFFICER OF ASSOCIATION

59. I certify that the membership dues for the Michigan Nurses Association is \$_____ per month and that the representation-service fee 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 or Service Fees" form and (2) the amount of the monthly membership dues and the representation-service fee 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. The authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery to the University or until the termination of the collective agreement between the University and the Association, which is in force at the time of delivery of this authorization, whichever occurs sooner. This authorization and direction shall be automatically renewed, and shall be

irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the University and the Association, whichever shall be shorter, unless a written revocation is provided to the University by the employee at least thirty (30) calendar days prior to the expiration of each period of one (1) year, or period of each applicable collective agreement between the University and the Association, whichever occurs sooner.

62. 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.
63. 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.
64. 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 or representation-service fee.

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:
66. A Voluntary Authorization for Deduction of Association Dues or Service Fee form.
67. An Association Application for Membership form.
68. A cover letter of instructions.
69. Information prepared by the Association regarding the Association.
70. Twice per month, the University and the Association will hold a contract and Association orientation for new employees and transfers into the bargaining unit. A representative from the University of Michigan Health System Human Resources Department will be present for and participate in the contract orientation portion of this orientation⁹.

⁹ See Intent Note for Paragraph 70

71. 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 Chairperson or designate.
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 Chairperson of the Association or designate will be advised as soon as practicable by the University of Michigan Health System Human Resources Department of the nature of the dispute. In the event the Chairperson or designate is not readily available, the notice may be removed from the bulletin board until the dispute is resolved. In the event the Chairperson or designate is readily available, the Chairperson 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 Chairperson 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, A-2 and the Nurse Practitioner MOU.

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. Effective July 1, 2006, the Professional Development Framework was implemented. Employees in the classifications of Clinical Nurse I, Clinical Nurse II and Clinical Nurse III who provided direct patient care as their primary role had the opportunity to advance within the Professional Development Framework based on evidence of meeting negotiated behaviors. Toward that end, the limitation of advancement within the Professional Development Framework based on budgetary consideration as noted in Paragraph 82 was eliminated as of July 1, 2006 for these classifications¹⁰.
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.

SECTION C. SALARY STATUS

- 83A. Employees other than those assigned to a classification in Professional Development Framework Level A-E 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

¹⁰ See Professional Development Framework, Addendum D

in the same manner as employees in the Professional Development Framework Level A-E.

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) Straight Time Hours Worked
 - 2) Straight Time 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 by the first day of each calendar month¹¹.
- 87A. A consistent time keeping system for Ambulatory Care will be maintained and any changes to the system will be reviewed by both parties.

¹¹ See Paragraph 333 and online information (available 24/7)

ARTICLE 13
STAFFING AND SCHEDULING

SECTION A. GENERAL PROVISIONS

88. 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. 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. A joint meeting, with the Association and the University, will be held every 3-6 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. 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. The University and the UMPNC will meet to evaluate existing workload/acuity models and make recommendations for capital purchase.
- 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 task¹².
- 90A. Each 24/7 unit will designate a percentage of the staffing component as Monday through Friday with at least one employee assigned to work no weekends¹³.
91. Sequence for development of unit schedule¹⁴:
- 1) Unit employees scheduled to meet appointment fraction.
 - 2) Dual unit employees.

¹² See Intent Note for Paragraph 90

¹³ See Intent Note for paragraph 90A

¹⁴ See Intent Notes for Paragraphs 91, 185, 185B; see Addendum A, Per Diem Guidelines

- 3) Unit employees requesting to be scheduled over appointment to provide coverage for an absence due to short-term disability or FMLA¹⁵.
- 4) Honor standing requests from part-time employees requesting to be scheduled over appointment¹⁶.
- 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 schedule¹⁷.
- 8) Per Diem employees.
- 9) 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.
- 10) Employees requesting to be scheduled their full appointment during a holiday week when they have the holiday off.
- 11) 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 – E), 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 days¹⁸.

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.

¹⁵ See paragraph 185P

¹⁶ See Paragraphs 163E.3, 163I.3, 163M.3, 163Q.5, 163U.1

¹⁷ See Paragraphs 163E.3, 163I.3, 163M.3, 163Q.5, 163U.1

¹⁸ See Intent Note for Paragraph 93

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 Director of Nursing 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 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. 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, 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. 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
 - 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 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 request¹⁹.

WEEKEND ASSIGNMENT AND BONUS

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 weekends²⁰.
 - 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 weekends²¹.
 - 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) If an employee is scheduled to work in excess of the principle regarding weekend work, that employee will receive a premium of four dollars and fifty cents(\$4.50) per hour beginning with the first hour of the fifth weekend shift worked in a four (4) week schedule.
 - 6) In this regard, employees who request to work split weekend shifts will not be eligible for the weekend premium, except in the situation where the

¹⁹ See Intent Note for Paragraph 99

²⁰ See Paragraph 90A

²¹ See Intent Notes for Paragraph 100

employee has not requested to work split weekends but has been scheduled in this manner. Such employee will then be eligible for the premium starting with the first hour of the third weekend.

- 7) After granting two (2) out of four (4) weekends off, if additional weekends off are available, they shall be distributed as equitably as practicable.
- 8) If the weekend hours worked to qualify for the above bonus is paid at the overtime rate, the weekend bonus will be paid at the overtime rate.

- 100A. Employees with a thirty six (36) hour weekly appointment fraction, working twelve hour shifts, where two (2) of these shifts occur on the weekend, will accrue Paid Time Off hours equivalent to a full time (40 hour) appointment for each quarter worked in this manner.
- 100B. Weekend shifts that are assigned off for an employee who is regularly scheduled to work every weekend will be considered worked for the purpose of qualifying for the weekend bonus. If the employee who works every weekend volunteers or requests to take a weekend shift off, that shift is not credited as a weekend shift worked for purposes of the weekend bonus²².
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). A weekend shift worked to qualify for the bonus is defined as working at least one shift of at least eight hours during this time frame.

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 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 Weekends²³.

²² see Intent Notes for Paragraph 100B

²³ See Paragraph 656

SECTION B. SHIFT ASSIGNMENTS FOR Professional Development Framework

107. Employees in Professional Development Framework classifications (Levels A - E) 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 before 7:00 a.m. after using the calculation above.
110. In addition to the hourly shift premium as provided in Article 16, a quarterly bonus of three hundred dollars (\$300.00) will be paid to a full-time employee who works a complete quarter on nights.
111. In addition to the hourly shift premium and the quarterly bonus, a bonus of two thousand dollars (\$2,000.00) will be paid to a full-time employee who works four (4) consecutive quarters on the night shift, except as provided in Paragraph 119.

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 before 11:00 p.m. after using the calculation above.
114. In addition to the hourly shift premium as provided in Article 16, a quarterly bonus of two hundred dollars (\$200.00) will be paid to a full-time employee who works a complete quarter on evenings.
115. In addition to the hourly shift premium and the quarterly bonus, a bonus of one thousand five hundred dollars (\$1500.00) will be paid to a full-time employee who works four consecutive quarters on the evening shift, except as provided in Paragraph 119.

Bonus Eligibility:

116. The above bonuses 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.

117. An employee who is assigned to a rotating schedule of exclusively evening and night shifts shall be eligible for quarterly and annual bonuses, pro-rated according to appointment fraction and proportionate evening and night shift work.
118. 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.
119. Eligibility for the annual bonus will not be forfeited due to the forfeiture of a quarterly bonus that was caused by an excused employee absence, provided that eligibility for the quarterly bonus is maintained for four out of five consecutive quarters. Payment will be made following the fifth quarter in such a situation.
120. Eligibility for a bonus payment, in any quarter as defined above, shall not be forfeited if an employee is moved from a night or evening schedule at the initiative of the University, or where failure to complete a full quarter is due to jury duty.
121. An employee in the N-3 pay grade who requests and is assigned to a straight evening or night shift will be eligible for a straight shift bonus as described in Section B, of this Article.
- 121A. An employee in the N3 (RSAM) classification of Flight Nurse Specialist will be eligible for a quarterly bonus of \$500.00 Eligibility for the quarterly bonus will be as described in Section B, and similar to the straight shift bonus eligibility of this Article.
- 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 shifts²⁴. 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 unit will post the number of day shift hours needed and will determine the skill mix necessary on each shift²⁵.
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

²⁴ See Appendix E for calculation of straight day shifts

²⁵ See Intent Note for Paragraph 124

Paragraph 124. Such employees will be eligible for any straight shift bonuses as described in Section B. 1, 2 and 3 of this Article.

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.
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 effective²⁶.

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 process²⁷.
 - 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 assignments; and
 - c) Does not increase other employees' off shift rotations above the unit maximum.

²⁶ See Intent Note for Paragraph 131

²⁷ See Intent Note for Paragraph 131A

- 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 able to do the work;
 - 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. (This 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 Chairperson of the Association, the Director of Nursing, and the Director of University of Michigan Health System 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 requires²⁸.
- 132A.1 When implementing new initiatives involving non-direct patient care activities, planning will include compensated time necessary to carry out the initiatives²⁹.
- 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 that end, a variety of measures will be utilized on each unit to insure participation with pay³⁰.
- 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.

²⁸ See Paragraph 17; see Intent Note for Paragraph 132A

²⁹ See Paragraph 17

³⁰ See Paragraph 17

- 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.

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 satisfaction³¹.

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 nursing supervisor will serve on the committee and equal numbers of unit employees shall be selected by the University and the Association such that there will be at least four (4), but no more than six (6) employees on the committee.
 - b) In Ambulatory Care units, there will be two (2) to six (6) employees and the nurse manager. The office manager may participate but will not be a voting member and will not replace the nursing supervisor.
 - c) One half (1/2) of the membership (those selected by the Association and the University) will rotate off the committee annually. Members will serve for two years and, if reappointed, will serve an additional two-year term. New members shall be identified by December 31, each year with appointments beginning on February 1. 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. 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 nurse manager³².

³¹ See Intent Note for Paragraph 18 and Refer to NP-MOU

- 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 (manager and nursing director) 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.
- 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 supplemental resources
 - 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.
- 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

³² See Paragraph 132.A.2; See Intent Note for Paragraph 134

- 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.
- 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, within sixty (60) days of ratification (Nov. 6, 2011), 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 Director of Nursing 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.b, 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 expectations³³.

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 Director of Nursing (or designee) and Association or designee. This meeting will occur within three (3) working days following identification of the need. If the Director of Nursing agrees with the proposed solutions, implementation will begin within seven (7) calendar days.

³³ See Addendum D

- c. If the Director of Nursing 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 Director of Nursing, and Medical Director, as appropriate, will meet with the Workload Review Committee to develop mutually agreeable solutions.
- d. If the Director of Nursing 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 Director of Nursing will meet within thirty (30) 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 Director of Nursing, the Association designee and the unit workload review committee agree that temporary reduction in the workload through managing the census is appropriate; the Director of Nursing 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.

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 annually³⁴. 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.

³⁴ See Intent Note for Paragraph 138

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.

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:

Either
- 144. 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
- 145. 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
- 146. 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. As of July 1, 2008, this paragraph applies only to classifications within the Role Specific Advancement Model.
- 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 175D³⁵.

³⁵ See Intent Notes for Paragraph 147 and Article 13, Staffing and Scheduling

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 performed³⁶.
 - 2) Time off for which pay is received pursuant to Article 30-Extended Sick Time, Article 32-Holidays, Article 35-Funeral Leave Pay/Bereavement, and Article 36-Jury and Witness Service will be counted. Time worked pursuant to Article 29-Paid Time Off will count unless the PTO is unscheduled or PTO that has been granted through the incremental PTO process.
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 above³⁷.

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. On those occasions when overtime is assigned, an employee will work unless the employee is excused or has fulfilled their individual overtime limit (See applicable Overtime System Paragraph 163D.1, 163H.1) The University will endeavor to give employees forty-eight (48) hours advance notice of overtime assignments. Except for extraordinary circumstances, 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 posted³⁸:

³⁶ See Intent Note for Paragraph 148.1

³⁷ See Paragraph 655

³⁸ See Intent Note for Paragraph 185

- 1) Employees needing hours to meet their appointment fraction.
 - 2) Regular float employees.
 - 3) Per Diem or Temporary employees working straight time.
 - 4) 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 lowest³⁹.
- 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.
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 limit⁴⁰.
157. If overtime/over appointment hours are no longer needed, the hours will be canceled in the following sequence⁴¹.
- 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 will be recorded in a

³⁹ See Paragraph 158

⁴⁰ See the applicable Overtime System Paragraphs 163D.1, 163H.1

⁴¹ See Intent Notes for Paragraphs 157 and 185

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 systems⁴².

- 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 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 procedures⁴³.

Overtime Trigger

- 163A. When the sum of all unanticipated over appointment and overtime hours on a unit is:
 - 1) 4%-5.5% of all hours worked on that unit within a four (4) week schedule, for a period of two consecutive months, a mandatory action plan will be developed by the WRC and submitted to UMPNC and the Nursing Director⁴⁴.
 - 2) 5.6% or greater of all hours worked on that unit in a four (4) week schedule, for a period of 4 consecutive months, a mandatory monthly meeting will occur with the WRC chair, nursing manager and Nursing Director. An action plan with timeline and next steps will be prepared.
 - 3) 5.6% of all hours worked on that unit in a four (4) week period, for a period of 6 consecutive months or for those units at greater than 5.6% upon ratification (Nov. 6, 2011) of this agreement, an initial mandatory meeting will be held within 90 days of ratification (Nov. 6, 2011) and an action plan will be developed. In addition, mandatory monthly meetings will be held with the WRC chair, nursing manager, and Nursing Director⁴⁵.
 - 4) For any unit that exceeds the five percent (5%) trigger as described in Paragraph 163A.1, for any six (6) of the preceding twelve (12) scheduling periods, additional regular positions will be added to the Central Staffing Resource/ACNRP cluster targeted for that unit.

⁴² See Intent Note Paragraph 158; Paragraphs 163C - 163K Overtime Systems, Paragraph 180D, Voluntary Float

⁴³ See Intent Note for Paragraph 163

⁴⁴ See Intent Notes for Paragraph 163A

⁴⁵ See Intent Note for Paragraph 163A.3

Overtime Systems

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

SECTION F: OVERTIME SYSTEM FOR 24/7 UNITS

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.

Individual Limit

- 163D. 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 unit⁴⁶.
- 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.

Exceptions to Individual Limit and Overtime incentives

- 163E. 1) Overtime/over appointment hours resulting from employee-initiated schedule changes, including trades or coverage related to incremental PTO access, (p. 333.P.1) coverage for employees who are absent due to extended sick time or FMLA, and “double-backs” will not be credited toward the individual limit, or the overtime incentives⁴⁷;
- 2) Daily overtime that does not increase the appointment fraction does not count toward the limit, but does count as an occurrence.
- 3) Over appointment hours, that are scheduled prior to a schedule being posted, as a result of a part-time employee's request, will be eligible for the over-appointment incentives, but will not be credited toward the individual limit⁴⁸.
- 4) Employees who are scheduled off on a holiday and who request, prior to the schedule being posted, to work their full appointment fraction during

⁴⁶ See Individual Limit and Premium exceptions, Paragraph 163E, see Additional Management Actions, Paragraph 163F

⁴⁷ See Paragraphs 147, 185P, 355

⁴⁸ See Paragraph 91

the holiday week will not have those hours credited toward the individual limit or the overtime incentives.

- 5) For a period of six (6) months following an employee's reduction in appointment fraction, the employee must work the equivalent of his/her former appointment fraction plus the applicable individual limit to be eligible for the overtime incentives.
- 6) On-call hours accumulated as a result of call systems established under paragraph 170D will be considered part of the individual limit and will be credited toward the limit at the time the commitment is made. Only hours worked will apply toward eligibility for the overtime incentives.⁴⁹
- 7) 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 are not eligible for the overtime incentives and will not be credited toward the individual limit.
- 8) Incidental OA/OT that is less than one (1) hour is not applicable to the individual limit or eligible for the overtime incentives.⁵⁰

Overtime Incentives

- 163F. 1) With the exception of Ambulatory Care, when an employee's individual limit is met, all over appointment hours worked will be paid at 1.167 times the individual employee's hourly rate. All hours of overtime worked will be paid at 1.75 times the individual employee's hourly rate.
- 2) Whenever a non-Ambulatory Care unit has been above the 5% overtime trigger for six consecutive periods, any over appointment hours worked will be paid at 1.5 times the individual employee's hourly rate and all overtime hours worked will be paid at 2.25 times the individual employee's hourly rate. This rate will continue until the unit has an overtime trigger of less than 5% for one period.

- 163G. Ambulatory Care Individual Limit: No employee will be required to work more than eight (8) hours of overtime/over appointment time in a four-week scheduling period on his or her home unit⁵¹.

- 163H. 1) Prescheduled hours resulting from a part-time employee's request for additional hours do not contribute toward the individual limit.
- 2) A schedule change that results in daily overtime but does not increase the appointment fraction does not contribute toward the individual limit.

Ambulatory Care: Overtime Incentives

- 163I. When an employee in Ambulatory Care unit works above their individual limit for a period of three (3) scheduling periods, all hours worked will be paid \$2.50/hr, retroactive to the first month of exceeding their individual limit. No scheduling period for which the \$2.50 amount was paid will be included in subsequent eligibility.

⁴⁹ See Intent Note for Paragraph 163E-6

⁵⁰ See Intent Note 163-Oa/OT Flowchart

⁵¹ See Individual Limit exceptions, Paragraph 163H

- 163J. 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 eight-hour 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.
- 163K. Ambulatory Care and Michigan Visiting Nurses Alternate Schedule: A schedule may be altered at the employee's request and at the manager's discretion, within FLSA regulations, to meet patient care requirements. The total number of hours scheduled shall not exceed eighty (80) hours in a two (2) week pay period for employees who normally work eight (8) hour shifts, and forty (40) hours in one (1) calendar week for employees who normally work shifts greater than eight (8) hours⁵². Alternate schedule changes within the pay period or workweek may be made with manager approval. Weekly/bi-weekly timesheets must accurately reflect the hours worked.

ARTICLE 15 - A
ASSIGNED TIME OFF

- 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 adjustment⁵³.
- 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) Employees who have responsibilities that are non-direct will be released from direct patient care if they have work to accomplish.
 - 4) CSR/ACNRP regular employees will be released back to CSR/ACNRP for reassignment⁵⁴.
 - 5) Per Diem employees will be released⁵⁵.
 - 6) Volunteer floats from other units will be released.
- 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.
 - 3) Employees willing to go or stay home and use PTO time. A Per Diem staff member who is working may be retained and the employee will be granted scheduled PTO.

⁵² See Intent Note for Paragraph 163X

⁵³ See MOU 768 - 770

⁵⁴ See Paragraph 185I

⁵⁵ except as noted in Paragraph 164.B.3

4) Employees willing to go or stay home without pay.

- 164C. An employee who volunteers to be off or is assigned off may be requested to be on-call with appropriate compensation⁵⁶.
- 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 employees⁵⁷. In this connection, the University will endeavor to limit the designation so that no employee will be sent home for more than sixteen (16) hours in a two (2) calendar week period⁵⁸.
1) This assigned time off procedure does not apply to Holidays⁵⁹.
- 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 reassigned⁶⁰.
- 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.
- 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

⁵⁶ See Intent Note for Paragraph 164C and applicable Overtime System Paragraphs 163D.2, 163H.2

⁵⁷ See Paragraph 158

⁵⁸ See Intent Note for Paragraph 164D

⁵⁹ See Paragraph 368

⁶⁰ See Paragraph 185J

appointment and overtime shifts per 11.18.05 Joint Implementation Team decision. This paragraph does not apply to assigned time off on a Holiday⁶¹.

- 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.

ARTICLE 16 SHIFT PREMIUM

SECTION A. EVENING SHIFT PREMIUM

165. An evening shift premium of one dollar (\$1.00) per hour 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.
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. or has a majority of scheduled hours before 11:00 p.m. after using the calculation above.

SECTION B. NIGHT SHIFT PREMIUM

167. A night shift premium of one dollar and twenty-five cents (\$1.25) per hour 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.
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. or has a majority of scheduled hours before 7:00 a.m. after using the calculation above.

SECTION C. ADDITIONAL PROVISIONS

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

⁶¹ Refer to Paragraph 368

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.

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 Article⁶².

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 Nursing Director:
- 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 Director of Nursing, 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.

⁶² See Intent Note for Paragraph 163B and Intent Notes for Paragraph 170A

- 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.
 - 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.

SECTION B: ON-CALL PAY

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

	FRAMEWORK		5)	RSAM	\$5.01
1)	RN Level A	\$4.54	6)	N-4	\$5.51
2)	RN Level C (B Inc.)	\$4.77	7)	NP-4	\$6.13
3)	RN Level C	\$4.77	8)	N-6	\$11.00
4)	RN Level D, E	\$5.01			

	HOME CARE SERVICES	
1)	MVN/MVC	\$4.77
2)	HCAC	\$5.01
3)	NP-4	\$6.13

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 work⁶³.

- 171A. Kellogg/Mott OR's/all PACU's and procedure areas on-call pay system:
- 1) On-call will be based on unit requirements per person per quarter and paid quarterly on same cycle as off-shift bonuses.
 - 2) Employees who exceed the on-call hours listed below will be paid on-call in addition to the amounts in paragraph 171.
 - 3) 157 – 312 on-call hours required in a quarter - rate is \$1.25
 - 4) If on-call hours exceed 312 hours in a quarter, the additional rate changes to \$1.75 for on-call in excess of 156 hours.

⁶³ See Paragraph 174A. see Intent Note for Paragraph 171

- 171B. Main OR and CVC OR on-call pay system: If an employee is required to take more than 24 hours on on-call in a scheduling period, those hours in excess of 24 hours will receive \$6.00/hour for on call hours instead of the rates listed in paragraph 171.
- 171C. The hours in paragraph 171a, and 171b will exclude on-call hours on a holiday.
- 171D. 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.⁶⁴
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 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 practicable⁶⁵.
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 171d.
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 purpose⁶⁶.

⁶⁴ See Intent Note for Paragraph 171D

⁶⁵ See Intent Note for Paragraph 172

⁶⁶ See Paragraph 180C

- 175A. On-call status will not be cancelled with less than twenty-four (24) hours notice⁶⁷.
- 175B. Employees will not normally be required to work beyond the specified on-call time frame⁶⁸.
- 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 the manager to have longer time blocks. Unit on-call guidelines will include length of on-call blocks to be used on that unit⁶⁹.
- 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.

⁶⁷ See Intent Note for Paragraph 175A; see Paragraph 333.P.1.4

⁶⁸ See Intent Notes for Paragraph 175B

⁶⁹ See Intent Note for Paragraph 175C

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

SECTION A. VOLUNTARY FLOAT

Float Bonus

179. An employee who agrees to float 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 appointment⁷⁰.
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 bonus⁷¹.

Voluntary Float General Principles

- 180B. Employees who are floating will not be required to float more than one time during a shift. An employee may volunteer to return to the home unit if they are no longer needed on the receiving unit.
- 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 shift⁷².
- 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, at the employee's direction.

⁷⁰ See MOU 768 - 770

⁷¹ See Intent Note for Paragraph 180A

⁷² See Intent Notes for Paragraph 180C

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 orientation⁷³.
- 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 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. WORK ASSIGNMENT

183. Employees will not normally be reassigned from their regular unit. In the event that the University believes it is necessary to reassign employees in response to a situation that will last for a period of time and/or is anticipated, the University will discuss the matter first with the Association. 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 duties to be performed. 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. A nurse who does not believe that he/she has been adequately oriented will not be reassigned. 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. If an employee is temporarily reassigned, the employee will do so unless:⁷⁴
- 183A. 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,
- 183B. The employee is excused by the employee's supervisor.
- 183C. 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

⁷³ See Intent Note for Paragraph 18

⁷⁴ See Intent Notes for Paragraphs 18 and 183; See Paragraph 605B

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 C. GENERAL CONDITIONS

184 – 184A. Deleted

- 184B. When an employee volunteers or is assigned, there will always be an assigned resource person who is a Registered Nurse.
- 184C. 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.
- 184D. 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.
- 184E. 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.
- 184F. 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.
- 184G. 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 D. 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 principles⁷⁵.
- 185A. Any regular CSR/ACNRP employee will be paid a quarterly bonus of five-hundred dollars (\$500), prorated according to appointment fraction. The quarterly bonus period will begin with January 1, 1998. The quarterly bonus periods will continue with April 1, July 1, and October 1, as the case may be⁷⁶.
- 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 areas⁷⁷.
- 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 cluster⁷⁸.
- 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. short-term disability, 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 scheduled⁷⁹.
- 185H1. Any regular, benefit eligible part-time employee (20-31.9 hrs) 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

⁷⁵ See Intent Note for Paragraph 185

⁷⁶ See MOU 768 - 770

⁷⁷ See Intent Note for Paragraph 185B

⁷⁸ See Intent Note for Paragraph 185C

⁷⁹ See Paragraph 179

and/or ACNRP. These hours are for the purpose of achieving the eligible work hours for full-time healthcare contributions (32 or greater hours).⁸⁰

- 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, according to the following:
- 185J. 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 opportunities⁸¹.
- 185K. Of employees scheduled through the CSR/ACNRP, regular employees will have scheduling/assignment priority over temporary or Per Diem employees⁸².
- 185L. Employees within the Central Staffing Resource/ACNRP will not normally be expected to accept a charge nurse assignment. 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 assignment⁸³.
- 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 assigned to the will have the same holiday workweek obligations as the other staff in that area.

⁸⁰ See Intent Note for Paragraph 185H-1

⁸¹ See Paragraph 164E

⁸² See Paragraph 164E and Intent Note for Paragraph 185K

⁸³ See Intent Note for Paragraph 185L; see Paragraph 605B

SECTION E. OTHER

- 185N. On units where there is a predictable seasonal variation in activity the following options may be considered⁸⁴:
- 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 units⁸⁵.

SECTION F. 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 short-term disability 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.

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.
 - 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. Seniority shall not accrue while on Per Diem status however an

⁸⁴ See Intent Note for Paragraph 185N

⁸⁵ See Paragraph 438

RN who changes to Per Diem status from regular employment status shall retain seniority pending return to a regular employee status. Upon return to regular employment, 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. For the purpose of transfers, Per Diem employees will have access to regular employment over applicants from outside of the Hospital⁸⁶.

- a) 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.
 - b) 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.
- 4) Per Diem employees have an obligation to pay dues or service fees as described in Article 7 (Association Dues and Representation-Service Fees) and Article 8 (Check Off of Association Dues or Representation – Service Fees).
 - 5) 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)
 - 6) Shift differential (Article 16: Shift Premium; Para 165 and 167)
 - 7) Premium pay for a holiday (Article 32: Holidays; Para 354 and 354A-1)
 - 8) Per Diem employees are to be scheduled after all regular employees are schedule per the applicable contract language.
 - 9) Per Diem employees will be compensated on a tiered model, based on the hours committed to work by the Per Diem employee. A joint labor market assessment will be conducted to evaluate the need for any adjustment as needed throughout the life of the agreement⁸⁷.
 - 10) 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.

- 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.

⁸⁶ See Intent Note Paragraph 185R.3

⁸⁷ See Appendix A-2

- 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 Agreement⁸⁸.
- 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 University of Michigan Health System Human Resources Department, except when the failure to return to work as scheduled is due to circumstances beyond the control of the employee,

⁸⁸ See Intent Note for Paragraph 187

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 days 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 Chairperson 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 Chairperson 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 Director of Nursing;
- 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.⁸⁹

- 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 50% or greater, lasting four 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 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 50% but greater than 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

⁸⁹ See Intent Note Paragraph 212

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 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 50% but greater than 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

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, 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.
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.

ARTICLE 24 PERSONNEL FILES

230. An employee shall be entitled to review the contents of his/her University of Michigan Health System 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 University of Michigan Health System 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 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 employee⁹⁰.
- 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, short-term disability (STD) as described in Article 30. Upon return to work following an

⁹⁰ See Intent Note for Paragraph 232; see Paragraph 710

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 University of Michigan Health System 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 Nurse Manager, Nurse Supervisor/Clinical Nurse Manager 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 available⁹¹.
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.
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 Chairperson, 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 Chairperson 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. 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

⁹¹ See Paragraph 605B

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:
- 239. The individual worked an average of not less than twenty (20) hours each week immediately preceding hire as a regular employee;
- 240. The individual performed the full range of duties of a probationary employee on the unit as assigned;
- 241. The individual met the work schedule expectations as a probationary employee on the unit as assigned; and
- 242. 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)⁹².
- 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. 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 A⁹³ in Ambulatory Care.
- 245C. The University and the Association agree that a Special Conference will be held prior to the layoff of employees in MVN/MVC. The purpose of this Special

⁹² See MOU 768 - 770

⁹³ see: "unit" definition, Article 26, Reduction of the Working Force and Recall Procedures, Section A

Conference is to determine the appropriate unit definition, to coordinate the reduction in force and placement process once the need is identified, and to reach joint agreement on the application of this contract language to MVN/MVC nursing.

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 employment⁹⁴.

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 hours⁹⁵.
- 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 chairperson 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.

⁹⁴ See Intent Note for Paragraph 247

⁹⁵ See Intent Note for Paragraph 248

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 unit⁹⁶.
252. In the event that a 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 Per Diem employee, contingent upon ability to perform the work available. An employee exercising this option does not become 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, 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 order⁹⁷:
- 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 first⁹⁸.
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.

⁹⁶ See Intent Note for Paragraph 251

⁹⁷ See Paragraph 247 & Intent Notes for Paragraph 253

⁹⁸ See Intent Note for Paragraph 253A

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 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 period⁹⁹.
- 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 termination¹⁰⁰.
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 process¹⁰¹.
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.¹⁰²
- 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

⁹⁹ See Intent Note for Paragraph 258

¹⁰⁰ See Paragraph 260A

¹⁰¹ See Intent Notes for Paragraph 259

¹⁰² See Intent Note for Paragraph 260

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 248¹⁰³.

- 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 rights¹⁰⁴.
- 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 27¹⁰⁵.

¹⁰³ See Intent Note for Paragraph 260A

¹⁰⁴ See Paragraphs 266, 282, 294.d & 652B.4 and Intent Notes for Paragraph 288

¹⁰⁵ See Intent Note for Paragraph 264

- 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.
 - 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 position¹⁰⁶.
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.

¹⁰⁶ See Intent Note for Paragraph 269

- 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.¹⁰⁷.
- 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 position¹⁰⁸.

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 unit¹⁰⁹.
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-

¹⁰⁷ See Intent Note for Paragraph 275

¹⁰⁸ See Paragraph 285 and Intent Note for Paragraph 275A

¹⁰⁹ See Paragraph 343D

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 order¹¹⁰.

- 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 available¹¹¹.
- 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 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 (Nov. 6, 2011).
- 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 short-term disability or

¹¹⁰ See Mou 763 - 764

¹¹¹ See Intent Note for Paragraph 278A

- leave of absence¹¹². 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.
- 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.
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 interview¹¹³.
- 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 candidate¹¹⁴, 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.
- 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 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.

¹¹² See Paragraphs 262, 294.d and Intent Note for Paragraph 288

¹¹³ See Intent Note for Paragraph 283

¹¹⁴ See Paragraph 293A

SECTION C. SELECTION CONSIDERATION

284. Transfers will be made on the basis of qualifications and seniority in the following manner¹¹⁵:
- 1) Employees and applicants must possess all required qualifications in order to be considered¹¹⁶;
 - 2) Among employees possessing the required qualifications, the most senior will be selected unless there is a substantial difference among the desired qualifications¹¹⁷.
 - 3) Among employees and applicants possessing the required qualifications, the employee will be selected unless there is a substantial difference among the desired qualifications¹¹⁸.
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 facilitated¹¹⁹.

SECTION D. REVIEW PROCEDURE

286. In the event that an employee, except those excluded under paragraph 282, 6a and 6b, 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.¹²⁰
- 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.
- 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

¹¹⁵ See Intent Notes for Paragraph 284; see Paragraph 282.6c & 6d

¹¹⁶ See Paragraph 293

¹¹⁷ See Paragraphs 285 and 293A

¹¹⁸ See Paragraphs 293, 719 and Intent Notes for Paragraph 284

¹¹⁹ See Intent Note for Paragraph 275A

¹²⁰ See Intent Note for Paragraph 286; see Paragraph 282.6.a and Intent Note for Paragraph 282.6.a

(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. Appeal to the arbitration procedure is not available.

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. If there are no vacancies, the Association, the University and the affected employee will meet to determine the next steps¹²¹.
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, 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,

¹²¹ See Paragraph 285 and 282,6b

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, Director, manager 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 per cent (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

RSAM and Framework Split Appointments

- 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 modification¹²².
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

¹²² See Paragraph 715 and Intent Note for Paragraph 297

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 required¹²³.
- 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 Article¹²⁴.
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 supervisor¹²⁵.

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)

Seniority	Rate of accrual each month
0-4.9 years	15.334 hours
5 through 9.9 years	19.334 hours
Over ten years	23.334 hours
 - 2) Those employees in the Professional Development Framework, levels D and E as of September 19, 2008 and those who submitted a portfolio to the Central Committee within 90 days of the 2008 contract ratification and received a promotion to Level D or E, will accrue PTO

¹²³ See Addendum B, PTO Guidelines

¹²⁴ See Intent Notes for Paragraph 325

¹²⁵ See Paragraph 333

time of 23.33 hours a month for full-time, prorated for part-time of eight hours or more¹²⁶.

- 3) Full Time employees in pay grades N3 to N6 will accrue PTO time as follows:

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

- 4) Those employees in the pay grades of N3 to N6 as of November 6, 2011, will accrue PTO time of 23.33 hours a month for full-time, prorated for part-time of eight hours or more¹²⁷.

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 from 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 fifteen (15) or more workdays. During any calendar month in which the employee is absent without pay for less than fifteen (15), but more than seven (7) workdays, the employee shall accrue fifty percent (50%) of their normal PTO income.

332. No employee may accrue hours of PTO income in excess of the employee's annual accrual, or if a part-time employee, in excess of the appropriate proportionate number of hours.

¹²⁶ See Intent Note for Paragraph 328

¹²⁷ See Intent Note for Paragraph 328

333. PTO will be accrued, recorded and available at the end of the calendar month¹²⁸.
- 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 accrual¹²⁹.
- 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.

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

¹²⁸ See Paragraph 87 and Intent Note for Paragraph 87

¹²⁹ See Paragraph 333A and Intent Note for Paragraph 87

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 nurse manager 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 manager'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 355D.
3) PTO shall be scheduled to meet the work requirements of the University on a unit basis in accordance with the following procedure¹³⁰.
- 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 percent (70%) 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 percent (70%) of accrual even if the time

¹³⁰ See intent note paragraph 333H

- is not actually scheduled off until posting of the unit schedule for that period¹³¹.
- 2) If scheduled time off is limited to less than seventy percent (70%) 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.
- 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 lowest¹³².
 - 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.
 - 3) The time off will be posted on April 1¹³³.
 - 4) The OR/PACU/Procedure area will increase the number of PTO hours available for the request period beyond the 70% 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. This preference is limited to the first round of PTO selection¹³⁴.
- 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.
- 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

¹³¹ See Intent Note for Paragraph 333I

¹³² See Paragraph 333K

¹³³ See Appendix D for complete time off and Holiday Request Times; See Intent Note for Paragraph 333J

¹³⁴ See Intent Note for Paragraph 333J

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.

Interim PTO

- 333O. Interim PTO is defined as access to PTO after the annual request period for which employees are not required to obtain their own coverage. Interim PTO is limited to PTO hours not filled during the annual request period, for PTO hours filled during the annual request period that have been canceled or PTO hours filled by procedures noted in Paragraph 333J-N.
- 1) Interim requests may be made at any time except that the request must be made no later than the schedule request period for that schedule.
 - 2) Except for those hours granted pursuant to 333O-6, interim requests will be granted in order of request provided that the PTO hours remain available. In the case of a tie, the request will be granted first to the employee with the fewest number of interim PTO requests granted and, if there is a tie, then 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. A log of granted interim PTO request occurrences will be kept and reviewed by the Workload Review Committee; a new log will begin annually on May 1.
 - 3) These 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.
 - 4) If previously closed PTO hours and/or additional PTO hours above the allocated PTO hours are made available by the manager, the process in Paragraph 333O-6 will be used to approve or deny requests.
 - 5) In addition, the definition of a unit in Ambulatory Care will only apply to the Decentralized Float Pool.
 - 6) In the event PTO hours become available, prior to schedule development, such PTO hours will be posted on the unit for at least one week. Interim requests made within one week of the posting 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 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 70% 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, a Human Resource 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.

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 in a six 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 six (6) months after the date of the last occurrence. The latter will apply to those employees who have the first problem-solving meeting on or after the date of November 6, 2011.
- 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.3B 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.

333Q. A unit may charge an employee's PTO accrual and pay an employee for an absence, even though it is an unexcused 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) Employees who are providing coverage for an extended absence related to extended sick time or FMLA.
 - 3) 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 temporarily to cover absences as a result of a work-related injury. When Worker's Compensation coverage becomes available, the PTO hours will be returned to the employee's PTO bank.

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. The Extended Sick Time hours are pro-rated to the employees appointment fraction. The pay rate includes the hourly shift differential for those employees assigned to and working a schedule of straight off shifts at onset of the injury or illness. This does not apply to the weekend differential. It is renewable on the first (1st) of the month following their seventh (7th) anniversary and every five (5) years thereafter. For those employees hired prior to February 2, 1996 the eligibility/renewal date is February 1, 1998 and every five years thereafter. 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.¹³⁵
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 Article¹³⁶. 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.

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- rata basis dependent on the employee's appointment hours which shall be directly proportionate to the

¹³⁵ See Intent Note for Paragraph 336

¹³⁶ See Intent Note for Paragraphs 325 and 337

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 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 University¹³⁷.

¹³⁷ See Intent Note for Paragraph 339

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 ACCOMMODATIONS¹

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 position¹³⁸.
- 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 position¹³⁹. 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 benefits under the labor Agreement, pro-rated by

¹³⁸ See Intent Note for Paragraph 343A. See MOU Paragraph 726

¹³⁹ See Intent Note for Paragraph 343B

appointment fraction. Pay will be reflective of the accommodated position. Evaluation for the level of accommodation required will occur every 4 months¹⁴⁰.

- 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 regular¹⁴¹.
- 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 differences¹⁴².
- 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.
- 343E1. When the employee requires a return to work accommodation and cannot be accommodated on the home unit, the employee's Nursing Director 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 University of Michigan Health System 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.

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

¹⁴⁰ See Addendum C

¹⁴¹ See Intent Note for Paragraph 343C

¹⁴² See Intent Note for Paragraph 343D

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

345. The University, through its Employee Assistance Program, 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 Employee Assistance Program. 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 employee assistance program, 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 employee assistance program, 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 employee assistance program 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 employee assistance program 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 employee assistance program advisory committee, evaluation committee, and any other joint labor/management committee(s) which may be established within the

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.
- 346A. A joint workgroup will be convened to develop and implement guidelines and process for a For Cause drug Testing Policy to be implemented by the University within six (6) months of the execution date of this agreement. Guidelines will include an agreement about actions related to a positive test.

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.¹⁴³
348.
 1. New Years Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day & the Day after Thanksgiving
 6. Christmas Day¹⁴⁴
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, 355 & 355A & B 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.

¹⁴³ See Intent Notes Paragraph 354A; 354A.2

¹⁴⁴ See Intent Note Paragraph 348

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 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 fraction¹⁴⁵.
- 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.

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, including shift premium if applicable, for the holiday, provided the employee meets the following eligibility requirements:

¹⁴⁵ See Intent Notes for Paragraph 351B; see Paragraph 185N, 355 & 368.1.a.

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:¹⁴⁶

¹⁴⁶ See Intent Notes Paragraph 345A; 354A.2

- 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 worked¹⁴⁷.

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) (see Intent Note for Paragraph 355), 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.
- 355A. Paragraph deleted
- 355B. Paragraph deleted
- 355C. 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 week¹⁴⁸.
- 355D. 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;
 - 2) An equal number of hours added to their PTO bank at straight time, provided the full appointment fraction is worked¹⁴⁹.

SECTION F.

¹⁴⁷ See Intent Notes Paragraph 354A; 354a.2

¹⁴⁸ See Intent Notes Paragraph 355A

¹⁴⁹ See paragraph 368; See Intent Notes Paragraph 355A

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 Thanksgiving¹⁵⁰
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 off¹⁵¹. (See Appendix D, 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.
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.

¹⁵⁰ See Intent Note Paragraph 348

¹⁵¹ See Appendix D, Paragraph 637A, for complete Paid Time Off and Holiday Request Times

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 schedule¹⁵²:
- 1) Unit employees scheduled to meet appointment fraction.
 - 2) Dual unit employees.
 - 3) Unit employees requesting to be scheduled over appointment to provide coverage for an absence due to short-term disability or FMLA¹⁵³.
 - 4) Honor standing requests from part-time employees requesting to be scheduled over appointment¹⁵⁴.
 - 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 schedule¹⁵⁵.
 - 8) Per Diem employees.
 - 9) Employees who are offered and accept an extra holiday off during schedule development will be scheduled for their full appointment fraction during the holiday week¹⁵⁶.
 - 10) Employees requesting to be scheduled for their full appointment during a holiday week when they have the holiday off.
 - 11) 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

¹⁵² See Intent Notes for Paragraphs 91, 185, 185B; see Addendum A, Per Diem Nurse Scheduling Guidelines

¹⁵³ See paragraph 185.P

¹⁵⁴ See Paragraphs 163E.3, 163I.3, 163M.3, 163Q.5, 163U.1

¹⁵⁵ See Paragraphs 163E.3, 163I.3, 163M.3, 163Q.5, 163U.1

¹⁵⁶ See Paragraph 355D

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 Nursing Director 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.¹⁵⁷

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 355D applies if the full appointment fraction is worked¹⁵⁸.
 - 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 355D applies if the full appointment fraction is worked¹⁵⁹.
 - 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 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).

¹⁵⁷ See Intent Note for Paragraph 367B

¹⁵⁸ see paragraph 355D

¹⁵⁹ see paragraph 355D

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.
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 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 Chairperson and the Director of University of Michigan Health System 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/Contract_Payrol_%20Scenarios_08_11.htm(Ctrl click to open)

http://www.med.umich.edu/nursing/jit/forms/Contract_Proll_Thanksgiving_Scenarios_2009+.htm (Ctrl click to open)

http://www.med.umich.edu/nursing/jit/docs/HOLIDAY_QA_2010.pdf (Ctrl click to open)

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 plus shift premium, if applicable, not to exceed fifteen (15) work days 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.

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 who are absent for up to twelve (12) weeks due to a qualifying event. The benefit begins at the first day of paid or unpaid absence related to a qualifying event. 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 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 an unpaid personal medical leave or childcare leave of absence 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 eligibility¹⁶⁰.
- 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 supplemental disability 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.
- 411A. For those employees with twelve (12) or more months of service, the University will continue its portion of health benefit contributions 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

¹⁶⁰ See Intent Note for paragraph 410D

with the first day of paid or unpaid absence related to the event. In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The employee will continue to be responsible for paying their portion of health plan premiums. The Group Health Insurance Plan may be continued during a personal medical, family medical or childcare 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 Plan¹⁶¹.

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 absence¹⁶².

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.

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

¹⁶¹ See Intent Note for Paragraph 411A

¹⁶² See Intent Note for Paragraph 412

415. An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the Armed Forces Reserve or National Guard, either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) 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.
- 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.
 - 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.
- 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 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 with twelve (12) or more months of service, the University will continue its portion of health benefit contributions 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 employee will continue to be responsible for paying their portion of health plan premiums. The group Health Insurance Plan may be continued during a personal medical, family medical or childcare 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 Plan¹⁶³.

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 those employees with twelve (12) or more months of service, the University will continue its portion of health benefit contributions during an absence

¹⁶³ See Intent Note for Paragraph 416

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. In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The employee will continue to be responsible for paying their portion of health plan premiums. The Group Health Insurance Plan may be continued during a personal medical, family medical or childcare 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.

For the purpose of this provision, "family members" will include the following: the employee's spouse or domestic partner 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 partner¹⁶⁴.

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 University of Michigan Health System 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

¹⁶⁴ See Intent Notes for Paragraph 416A

(1) year may be granted at the discretion of the University of Michigan Health System 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 University of Michigan Health System 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 grid¹⁶⁵.
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 26¹⁶⁶.
- 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 position¹⁶⁷.
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

¹⁶⁵ See Intent Note for Paragraph 424A

¹⁶⁶ See Intent Note Paragraph 426

¹⁶⁷ See Intent Note for Paragraph 412

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 short-term disability under Article 30 prior to a personal medical or 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:Personal, Section E: Childcare, Section H: Governmental Service, and Section I: Educational.

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 leave¹⁶⁸.
- 438A. A leave of absence, of up to two months annually, may be granted to an employee with an appointment of 0.75% or more 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 work time will be the equivalent of twelve months 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.

¹⁶⁸ See Paragraph 185

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 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.
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 through December 31, 2012 at an average aggregate contribution ratio of 85% contributed by the University and 15% contributed by the employee for 2012. The University contribution toward employee health insurance will achieve by 6/30/2014 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) As of January 1, 2013, employees working full-time (32 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 2012 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 ¹⁶⁹.

- 3) U-M contribution for eligible part-time employees working 20 to 31.9 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 be assigned to Band 1, except those employees working at least twenty (20) hours per week on November 6, 2011 and who were hired as of 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 above contributions will be implemented in phases over a two-year period, beginning in January 2013. Starting January 1, 2013 thirty-three percent (33%) of the increases in employee co-premiums will occur and on January 1, 2014, an additional thirty-three percent (33%) of the increases in employee premiums will occur, and the remaining thirty-three percent (33%) of co-premium increases will occur on June 30, 2014.
- 5) Part-time employees (20-31.9 hours) may be eligible to receive the same University contribution rates as full-time employees as determined by their full-time equivalent salary starting January 1, 2013. Eligibility will be determined by an annual review of paid hours within a designated twelve (12) month period and satisfy a minimum of 1664 hours of paid time ¹⁷⁰.
- 6) Employees who are full-time at the time of ratification (Nov. 6, 2011), who were hired as of September 1, 2004, who begin to work part-time (20 – 31.9) and who remain part-time for at least six (6) months, will receive a lump sum equal to 50% of the increase cost of health care premiums not to exceed \$400 annually in 2013 and 2014.
- 7) The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.
- 8) 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.
- 9) Effective January 1, 2012 through December 31, 2014, the University shall provide and maintain the following schedule for prescription drug co-pays:

	Generic	Brand	Non-Preferred
<u>Date</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
1/1/12	\$7.00	\$15.00	\$30.00

¹⁶⁹ See Intent Note for Paragraph 442.1

¹⁷⁰ See Intent Note for Paragraph 442.1

- 10) 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. The University will provide a monthly “opt out” credit to those employees who elect no health insurance coverage in the same manner and to the same extent as provided to the non-bargained for employees.
- 442B. Employees who do not elect to “opt out” 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.
- 442C. 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 six times the employee’s annual salary, up to a maximum of \$1,000,000. 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 four (4) 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 thirty thousand dollars (\$30,000) per year after four (4) years of service. Coverage on base income over \$30,000 after four (4) 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 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 PLAN¹⁷¹

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 Agreement¹⁷².
459. For employees hired and eligible to participate in the Basic Retirement Plan prior to January 1, 2010
- 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)

¹⁷¹ See Memorandum of Understanding Paragraph 727

¹⁷² See Article 22 Reinstatement, Credit for Prior Service and Bridging Eligible Service Periods

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 longer¹⁷³.

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 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) after one (1) year of continuous service as provided to the non-bargained for employees. Dependents who are eligible for the Dental Insurance Plan but who are not enrolled can be

¹⁷³ See Article 22 Reinstatement, Credit for Prior Service and Bridging eligible Service Periods

enrolled within 30 days of the employee's one-year anniversary date or during the annual Open Enrollment period, usually conducted in October) with coverage effective January 1st of the upcoming year.

- 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.

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 meetings¹⁷⁴.
465. A copy of the minutes of these committee meetings shall be sent to the Association Chairperson
468. Any forum used to discuss nursing practice will also include RNs in the Professional Development Framework classification.

SECTION B. OTHER COMMITTEES

- 468A. In the event that the University, through the University of Michigan Health System Human Resources Department, and the Association mutually agree to establish a joint committee not provided for in this Agreement, and provided

¹⁷⁴ See Intent Note for Paragraph 464

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.

468B. See ARTICLE 14, Workload Review

SECTION D.

468C. 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
REDUCTION¹⁷⁵

469. In the event of Emergency Closure or Operations Reductions, 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:

- 1) Contact his/her immediate supervisor, as soon as possible regarding his/her inability to get to work;
and,
- 2) Remain available to come to work if transportation is provided by the University.

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.

¹⁷⁵ see Standard Practice Guide 201.27

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. Once conditions have subsided and/or other employees report to work to replace them, employees who were transported to work by the University will, at the employee's option, be provided with transportation home by the University. The University will endeavor to provide this transportation within two (2) hours.
472. If severe weather conditions have been declared by the local authorities in the county where the employee works but an emergency closure/operations reduction 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 emergency closure/operations reduction will not be considered during any problem-solving meeting related to attendance if the conditions of Paragraph 469 have been met.
- 472A. If, an emergency closure or 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.
473. 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 #1 and #2 above. When an Emergency Closure event occurs, the decision to declare the event will occur within 30 days.

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 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 rata basis according to the appointment fraction on the date the request for tuition support is approved¹⁷⁶.
- 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 per cent 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 \$4,000.00 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

¹⁷⁶ See Intent Notes for Paragraph 477

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 fees¹⁷⁷.

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 paycheck¹⁷⁸.
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.

¹⁷⁷ See Intent Notes for Paragraph 477

¹⁷⁸ Tuition option 47 involves change of JIT web site, not contract.

- 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

SECTION A.

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 University of Michigan Health System 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 the Council feels 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 University. The University shall respond within seven (7) calendar days after receipt of any recommendation requesting action. 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 of Nursing and a UMPNC leader appointed by the UMPNC Chairperson. 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.

SECTION B.

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 practicable, 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 which case the employee's pay shall cease on completion of treatment. 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 hours¹⁷⁹.

SECTION C.

487. 1) 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; and
 - c) potential work related infections or chemical exposure.
- 2) Other services, which may be offered to employees, include:
- a) new employee screening

¹⁷⁹ See Intent Note for Paragraph 486

- 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.
- 3)
- a) any unit that uses potentially hazardous chemicals, devices, or materials will post a notice describing the nature of the hazard, associated signs and symptoms of exposure and the risk of long term or chronic disease or injury.
 - b) Following receipt of a list of specific chemicals identified by the Association, Safety Management Services will prepare a comprehensive list of hazardous materials and potential alternatives to replace or reduce use. This list will be presented to JIT within 120 days of ratification (Nov. 6, 2011) of this agreement.
 - c) 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 nurse manager 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.
 - d) Permissible exposure limits for the use of gluteraldehyde 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 gluteraldehyde is eliminated within UMHS, all current employees and selected candidates for employment, with potential to be exposed to gluteraldehyde, will be informed of the health hazards. Employees will be encouraged to report symptoms related to exposure.
- 4) 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.

- 5) 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 employees¹⁸⁰.

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. Within (three) (3) months of ratification (Nov. 6, 2011) of this agreement 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

¹⁸⁰ see MOU 742 "Workload/staffing issues"

and information to the extent necessary to fulfill their obligation in representing members.

- 488A. Upon request of an employee, the University and the Department of security will provide an opportunity for the employee to receive training in 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 D.

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 E. 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 F.

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.

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 and 500. Deleted

501. 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.
- 501A. 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. 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 used¹⁶⁴.
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 Chairperson 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 Chairperson 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 University of Michigan Health System 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 Chairperson 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 numbers 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 Chairperson or designee, and the representative of the University of Michigan Health System 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 Chairperson 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 Chairperson.
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 Chairperson may designate another District or Area Representative or any non-probationary employee by oral notification to a representative of the University of Michigan Health System Human Resources Department.
542. A District Representative, alternate District Representative, Area Representative, or the Association Chairperson 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 Chairperson, and provided satisfactory arrangements are made through the University of Michigan Health System Human Resources Department, the Association Dispute Chairperson 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 Chairperson 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 Chairperson for the purpose of this paragraph.

544. University - The University will be represented in the Dispute Resolution Procedure as follows:
545. Step 1 -- The immediate supervisor of the involved employee, and, at the supervisor's discretion, a Director of Nursing.
546. Step 2 -- Chief Nursing Officer or Designee, relevant Director of Nursing Services or designee, Department Manager, Director of Human Resources or designee, Human Resources Consultant, and other individuals who may contribute relevant facts concerning the dispute.
548. List of Representatives.
549. The Association shall furnish the Director of Human Resources 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 Human Services. The University shall not recognize any employee as an Association Representative or Alternate Representative without such notice, except that in an emergency the Association Chairperson 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 Chairperson of the Association with a list of its Directors of Nursing and Department Heads and their office locations, and the Director of Human Resources. Any change in the list shall be reported promptly in writing by the University to the Chairperson of the Association.

SECTION E. DISPUTE RESOLUTION PROCEDURE

551. The following procedure shall be the sole and exclusive means for dispute resolution:¹⁸¹
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.

¹⁸¹ See Intent Note for Paragraph 551

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. 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, a Director of Nursing. 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. Deleted

557. 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 Director of Patient Care Services or designee, Department manager, Director of Human Resources or designee, Human Resources Consultant, 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 Chairperson and the Manager of the University of Michigan Health System Human Resources Department 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.

- 557A. Within thirty (30) days of the conclusion of the STEP TWO discussion(s), the Association Dispute Chairperson 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 Chairperson 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.

- 557B. Deleted

- 557C. 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 Director of Nursing or designee, Department manager, Director of Human Resources or designee, Human Resources Consultant, 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:¹⁸²

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.

¹⁸² See Intent Note for Paragraph 559

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 answer¹⁸³.
- 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

¹⁸³ See Intent Note for Paragraph 575

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 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 Chairperson 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 Chairperson, 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 Chairperson of the Association, or another person designated in writing by the Association, and a designated Representative of the University of Michigan Health System Human Resources Department. The Chairperson 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 conference¹⁸⁴.

- 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 Chairperson 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

¹⁸⁴ See Intent Note for Paragraph 583

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.

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-E, RSAM receive - not less than eight (8) hours per year.
 - 2) Pay grade N-4 receive not less than three days per year.
 - 3) Pay grades N-5 (Midwife) and N-6 (CRNA) receive not less than five (5) days each year, prorated to appointment fraction, except that no employee will receive less than three days.
 - 4) The Workload Review Committees on each unit will include release time for professional development activities in planning and recommendations for staffing patterns.
 - 5) 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 Nursing Director's area at University of Michigan Hospitals. Some or all of the employees in the area will be provided the opportunity to comment on the Guidelines and Procedures before implementation. 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:
- Professional Development Framework and Role Specific Advancement Model
- 590A. For the period July 1, 2008 through June 30, 2011, no less than \$150 per FTE will be allocated at the unit level proportionate to the number of budgeted full time equivalent positions in the RN levels A-E 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.
- Professional Development Funds for Employees in Pay Grades N-4 and N-5
591. Effective July 1, 2008, for each employee in the N-4 and N5 pay grades with an appointment fraction of fifty per cent (50%) or more \$1000 will be available annually.
- Professional Development Funds for Employees in Certified Registered Nurse Anesthetist Classification (N-6)
- 592A. Effective July 1, 2008, \$2,000 annually will be available for each employee with an appointment fraction of fifty per cent (50%) or more in the classification of Certified Registered Nurse Anesthetist.
- 592B. 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.

ARTICLE 50

RELEASE TIME FOR ASSOCIATION BUSINESS

593. The Chairperson, the Vice Chairperson and the Dispute Chairperson 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 Chairperson, Vice Chairperson and Dispute Chairperson 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 Chairperson or Dispute Chairperson 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 Chairperson's or Vice Chairperson's option, he/she will return to his/her former position¹⁸⁵.

594. In the event, however, the Chairperson, Vice Chairperson or Dispute Chairperson 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 Chairperson, 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.

SECTION B.

596. A non-probationary employee who is duly elected or appointed by the Association, upon the timely written request of the Chairperson 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.

¹⁸⁵ See Intent Note for Paragraph 593

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 agreement¹⁸⁶.
- 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 agreement¹⁸⁷.
- 601C. There are no limitations to the use of Central Staffing Resource or ACNRP temporary staff 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 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 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.

¹⁸⁶ See Paragraphs 601C

¹⁸⁷ See Paragraphs 601C

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 avoid changing, reorganizing or altering the work schedules of regular employees to accommodate the assignments of temporary and/or "agency" nurses, except by mutual agreement. To this end, after all regular employees are scheduled, the manager may then add Per Diem employees to the schedule (As outlined in the sequence of Paragraph 91)¹⁸⁸.
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 duties¹⁸⁹.
- 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 class¹⁹⁰.
- 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 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

¹⁸⁸ See Intent Note for Paragraph 603 and Addendum A, Per Diem Guidelines

¹⁸⁹ See Intent Note for Paragraph 605A

¹⁹⁰ See Paragraphs 183, 185L, 234 & Intent Note 605B

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 November 29, 2011 and shall remain in full force and effect until and including June 30, 2014, and thereafter from year to year unless within the thirty (30) day period immediately preceding April 1, 2014 or any anniversary thereof, written notice of modification or termination is given by either the University or the Association to the other party.

Executed this 29th day of November 2011.

<u>For the Regents of the University of Michigan</u>	<u>For the Michigan Nurses Association</u>
<u>Bondy Calaresu</u>	<u>Susan Nohring</u>
<u>Lou Pellam</u>	<u>Katie Oppenly</u>
<u>Jean A. Sirota</u>	<u>Dominic Curran</u>
<u>Kathy Jordan-Sedgeman</u>	<u>Marietta Brooks</u>
<u>Mark Komter</u>	<u>Margaret E Smith</u>
<u>Jennifer Stalman</u>	<u>Steven L. Lurie</u>
<u>Brenda Smith</u>	<u>JB</u>
<u>George</u>	<u>Dominic Magner</u>
<u>Joanne Spaccino</u>	<u>Lois</u>
<u>Christine Bender</u>	<u>Susan M. Sedell</u>
<u>J. Berney</u>	
<u>John J. O'Brien</u>	
<u>M. Malsyn</u>	

APPENDIX A
WAGE SCHEDULES FOR PAY GRADES
GRADUATE NURSE, LEVELS A-E, ROLE SPECIFIC, N-4 AND N5

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

609. Effective November 13, 2011 for bi-weekly paid employees and November 1, 2011 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 616.

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

610. Effective June 24, 2012 for bi-weekly paid employees and July 1, 2012 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 617.

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

611. Effective June 30, 2013 for bi-weekly paid employees and July 1, 2013 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 618¹⁹¹.

SECTION B. REVIEW

612. In the event an employee believes the placement on a step is not correct, the University of Michigan Health System 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 University of Michigan Health System 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, 2014.
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.

¹⁹¹ See Memorandum of Understanding, Paragraph 720

This step increase may occur when both conditions have been satisfied on either an anniversary date or new contract schedule implementation.

Pay Grade	Minimum	1	2	3	4	5	6
Level A							
Annual \$	\$54,745.60						
Monthly \$	\$4,562.13						
Biweekly \$	\$2,105.60						
Hourly \$	\$26.32						
Level C (B inc.)							
Annual \$		\$54,824.02	\$55,595.28	\$55,873.79	\$56,966.42	\$59,108.82	\$61,186.94
Monthly \$		\$4,568.67	\$4,632.94	\$4,656.15	\$4,747.20	\$4,925.73	\$5,098.91
Biweekly \$		\$2,108.62	\$2,138.28	\$2,148.99	\$2,191.02	\$2,273.42	\$2,353.34
Hourly \$		\$26.36	\$26.73	\$26.86	\$27.39	\$28.42	\$29.42
Level C							
Annual \$		\$54,824.02	\$55,595.28	\$55,873.79	\$56,966.42	\$59,108.82	\$61,186.94
Monthly \$		\$4,568.67	\$4,632.94	\$4,656.15	\$4,747.20	\$4,925.73	\$5,098.91
Biweekly \$		\$2,108.62	\$2,138.28	\$2,148.99	\$2,191.02	\$2,273.42	\$2,353.34
Hourly \$		\$26.36	\$26.73	\$26.86	\$27.39	\$28.42	\$29.42
Level D							
Annual \$		\$56,904.02	\$57,675.28	\$57,953.79	\$59,046.42	\$61,188.82	\$63,266.94
Monthly \$		\$4,742.00	\$4,806.27	\$4,829.48	\$4,920.53	\$5,099.07	\$5,272.25
Biweekly \$		\$2,188.62	\$2,218.28	\$2,228.99	\$2,271.02	\$2,353.42	\$2,433.34
Hourly \$		\$27.36	\$27.73	\$27.86	\$28.39	\$29.42	\$30.42
Level E							
Annual \$		\$57,944.02	\$58,715.28	\$58,993.79	\$60,086.42	\$62,228.82	\$64,306.94
Monthly \$		\$4,828.67	\$4,892.94	\$4,916.15	\$5,007.20	\$5,185.73	\$5,358.91
Biweekly \$		\$2,228.62	\$2,258.28	\$2,268.99	\$2,311.02	\$2,393.42	\$2,473.34
Hourly \$		\$27.86	\$28.23	\$28.36	\$28.89	\$29.92	\$30.92
RSAM - Competent							
Annual \$		\$56,904.02	\$57,675.28	\$57,953.79	\$59,046.42	\$61,188.82	\$63,266.94
Monthly \$		\$4,742.00	\$4,806.27	\$4,829.48	\$4,920.53	\$5,099.07	\$5,272.25
Biweekly \$		\$2,188.62	\$2,218.28	\$2,228.99	\$2,271.02	\$2,353.42	\$2,433.34
Hourly \$		\$27.36	\$27.73	\$27.86	\$28.39	\$29.42	\$30.42
RSAM - Expert							
Annual \$		\$57,944.02	\$58,715.28	\$58,993.79	\$60,086.42	\$62,228.82	\$64,306.94
Monthly \$		\$4,828.67	\$4,892.94	\$4,916.15	\$5,007.20	\$5,185.73	\$5,358.91
Biweekly \$		\$2,228.62	\$2,258.28	\$2,268.99	\$2,311.02	\$2,393.42	\$2,473.34
Hourly \$		\$27.86	\$28.23	\$28.36	\$28.89	\$29.92	\$30.92
RSAM - Mastery							
Annual \$		\$58,464.02	\$59,235.28	\$59,513.79	\$60,606.42	\$62,748.82	\$64,826.94
Monthly \$		\$4,872.00	\$4,936.27	\$4,959.48	\$5,050.53	\$5,229.07	\$5,402.25
Biweekly \$		\$2,248.62	\$2,278.28	\$2,288.99	\$2,331.02	\$2,413.42	\$2,493.34
Hourly \$		\$28.11	\$28.48	\$28.61	\$29.14	\$30.17	\$31.17
MVN - Visiting Nurse							
Annual \$		\$54,824.02	\$55,595.28	\$55,873.79	\$56,966.42	\$59,108.82	\$61,186.94
Monthly \$		\$4,568.67	\$4,632.94	\$4,656.15	\$4,747.20	\$4,925.73	\$5,098.91
Biweekly \$		\$2,108.62	\$2,138.28	\$2,148.99	\$2,191.02	\$2,273.42	\$2,353.34
Hourly \$		\$26.36	\$26.73	\$26.86	\$27.39	\$28.42	\$29.42
MVN - Home Care Nurse							
Annual \$		\$54,824.02	\$55,595.28	\$55,873.79	\$56,966.42	\$59,108.82	\$61,186.94
Monthly \$		\$4,568.67	\$4,632.94	\$4,656.15	\$4,747.20	\$4,925.73	\$5,098.91
Biweekly \$		\$2,108.62	\$2,138.28	\$2,148.99	\$2,191.02	\$2,273.42	\$2,353.34
Hourly \$		\$26.36	\$26.73	\$26.86	\$27.39	\$28.42	\$29.42
MVN - Home Care Coord							
Annual \$		\$56,904.02	\$57,675.28	\$57,953.79	\$59,046.42	\$61,188.82	\$63,266.94
Monthly \$		\$4,742.00	\$4,806.27	\$4,829.48	\$4,920.53	\$5,099.07	\$5,272.25
Biweekly \$		\$2,188.62	\$2,218.28	\$2,228.99	\$2,271.02	\$2,353.42	\$2,433.34
Hourly \$		\$27.36	\$27.73	\$27.86	\$28.39	\$29.42	\$30.42
N4							
Annual \$		\$66,178.74	\$68,492.53	\$70,892.02	\$73,377.20	\$75,926.66	\$78,604.66
Monthly \$		\$5,514.89	\$5,707.71	\$5,907.67	\$6,114.77	\$6,327.22	\$6,550.39
Biweekly \$		\$2,545.34	\$2,634.33	\$2,726.62	\$2,822.20	\$2,920.26	\$3,023.26
Hourly \$		\$31.82	\$32.93	\$34.08	\$35.28	\$36.50	\$37.79
N5 - Midwives							
Annual \$					\$87,774.13	\$89,166.69	\$90,666.37
Monthly \$					\$7,314.51	\$7,430.56	\$7,555.53
Biweekly \$					\$3,375.93	\$3,429.49	\$3,487.17
Hourly \$					\$42.20	\$42.87	\$43.59

SCHEDULE A November 13, 2011 – June 30, 2012

Pay Grade	7	8	9	10	11	12	13	14
Level A								
Annual \$								
Monthly \$								
Biweekly \$								
Hourly \$								
Level C (B inc.)								
Annual \$	\$63,350.77	\$65,536.02	\$67,828.38	\$70,206.45	\$72,670.21	\$80,147.18	\$83,660.72	\$85,333.93
Monthly \$	\$5,279.23	\$5,461.33	\$5,652.37	\$5,850.54	\$6,055.85	\$6,678.93	\$6,971.73	\$7,111.16
Biweekly \$	\$2,436.57	\$2,520.62	\$2,608.78	\$2,700.25	\$2,795.01	\$3,082.58	\$3,217.72	\$3,282.07
Hourly \$	\$30.46	\$31.51	\$32.61	\$33.75	\$34.94	\$38.53	\$40.22	\$41.03
Level C								
Annual \$	\$63,350.77	\$65,536.02	\$67,828.38	\$70,206.45	\$72,670.21	\$80,147.18	\$84,881.89	\$86,579.53
Monthly \$	\$5,279.23	\$5,461.33	\$5,652.37	\$5,850.54	\$6,055.85	\$6,678.93	\$7,073.49	\$7,214.96
Biweekly \$	\$2,436.57	\$2,520.62	\$2,608.78	\$2,700.25	\$2,795.01	\$3,082.58	\$3,264.69	\$3,329.98
Hourly \$	\$30.46	\$31.51	\$32.61	\$33.75	\$34.94	\$38.53	\$40.81	\$41.62
Level D								
Annual \$	\$65,430.77	\$67,616.02	\$69,908.38	\$72,286.45	\$74,750.21	\$82,227.18	\$88,605.09	\$90,302.73
Monthly \$	\$5,452.56	\$5,634.67	\$5,825.70	\$6,023.87	\$6,229.18	\$6,852.27	\$7,383.76	\$7,525.23
Biweekly \$	\$2,516.57	\$2,600.62	\$2,688.78	\$2,780.25	\$2,875.01	\$3,162.58	\$3,407.89	\$3,473.18
Hourly \$	\$31.46	\$32.51	\$33.61	\$34.75	\$35.94	\$39.53	\$42.60	\$43.41
Level E								
Annual \$	\$66,470.77	\$68,656.02	\$70,948.38	\$73,326.45	\$75,790.21	\$83,267.18	\$90,352.29	\$92,049.93
Monthly \$	\$5,539.23	\$5,721.33	\$5,912.37	\$6,110.54	\$6,315.85	\$6,938.93	\$7,529.36	\$7,670.83
Biweekly \$	\$2,556.57	\$2,640.62	\$2,728.78	\$2,820.25	\$2,915.01	\$3,202.58	\$3,475.09	\$3,540.38
Hourly \$	\$31.96	\$33.01	\$34.11	\$35.25	\$36.44	\$40.03	\$43.44	\$44.25
RSAM - Competent								
Annual \$	\$65,430.77	\$67,616.02	\$69,908.38	\$72,286.45	\$74,750.21	\$82,227.18	\$88,605.09	\$90,302.73
Monthly \$	\$5,452.56	\$5,634.67	\$5,825.70	\$6,023.87	\$6,229.18	\$6,852.27	\$7,383.76	\$7,525.23
Biweekly \$	\$2,516.57	\$2,600.62	\$2,688.78	\$2,780.25	\$2,875.01	\$3,162.58	\$3,407.89	\$3,473.18
Hourly \$	\$31.46	\$32.51	\$33.61	\$34.75	\$35.94	\$39.53	\$42.60	\$43.41
RSAM - Expert								
Annual \$	\$66,470.77	\$68,656.02	\$70,948.38	\$73,326.45	\$75,790.21	\$83,267.18	\$89,645.09	\$91,342.73
Monthly \$	\$5,539.23	\$5,721.33	\$5,912.37	\$6,110.54	\$6,315.85	\$6,938.93	\$7,470.42	\$7,611.89
Biweekly \$	\$2,556.57	\$2,640.62	\$2,728.78	\$2,820.25	\$2,915.01	\$3,202.58	\$3,447.89	\$3,513.18
Hourly \$	\$31.96	\$33.01	\$34.11	\$35.25	\$36.44	\$40.03	\$43.10	\$43.91
RSAM - Mastery								
Annual \$	\$66,990.77	\$69,176.02	\$71,468.38	\$73,846.45	\$76,310.21	\$83,787.18	\$90,352.29	\$92,049.93
Monthly \$	\$5,582.56	\$5,764.67	\$5,955.70	\$6,153.87	\$6,359.18	\$6,982.27	\$7,529.36	\$7,670.83
Biweekly \$	\$2,576.57	\$2,660.62	\$2,748.78	\$2,840.25	\$2,935.01	\$3,222.58	\$3,475.09	\$3,540.38
Hourly \$	\$32.21	\$33.26	\$34.36	\$35.50	\$36.69	\$40.28	\$43.44	\$44.25
MVN - Visiting Nurse								
Annual \$	\$63,350.77	\$65,536.02	\$67,828.38	\$70,206.45	\$72,670.21	\$80,147.18	\$84,881.89	\$86,579.53
Monthly \$	\$5,279.23	\$5,461.33	\$5,652.37	\$5,850.54	\$6,055.85	\$6,678.93	\$7,073.49	\$7,214.96
Biweekly \$	\$2,436.57	\$2,520.62	\$2,608.78	\$2,700.25	\$2,795.01	\$3,082.58	\$3,264.69	\$3,329.98
Hourly \$	\$30.46	\$31.51	\$32.61	\$33.75	\$34.94	\$38.53	\$40.81	\$41.62
MVN - Home Care Nurse								
Annual \$	\$63,350.77	\$65,536.02	\$67,828.38	\$70,206.45	\$72,670.21	\$80,147.18	\$84,881.89	\$86,579.53
Monthly \$	\$5,279.23	\$5,461.33	\$5,652.37	\$5,850.54	\$6,055.85	\$6,678.93	\$7,073.49	\$7,214.96
Biweekly \$	\$2,436.57	\$2,520.62	\$2,608.78	\$2,700.25	\$2,795.01	\$3,082.58	\$3,264.69	\$3,329.98
Hourly \$	\$30.46	\$31.51	\$32.61	\$33.75	\$34.94	\$38.53	\$40.81	\$41.62
MVN - Home Care Coord								
Annual \$	\$65,430.77	\$67,616.02	\$69,908.38	\$72,286.45	\$74,750.21	\$82,227.18	\$88,605.09	\$90,302.73
Monthly \$	\$5,452.56	\$5,634.67	\$5,825.70	\$6,023.87	\$6,229.18	\$6,852.27	\$7,383.76	\$7,525.23
Biweekly \$	\$2,516.57	\$2,600.62	\$2,688.78	\$2,780.25	\$2,875.01	\$3,162.58	\$3,407.89	\$3,473.18
Hourly \$	\$31.46	\$32.51	\$33.61	\$34.75	\$35.94	\$39.53	\$42.60	\$43.41
N4								
Annual \$	\$81,346.93	\$84,174.90	\$87,109.98	\$90,173.62	\$93,322.94	\$96,579.39	\$99,964.38	\$101,963.67
Monthly \$	\$6,778.91	\$7,014.57	\$7,259.17	\$7,514.47	\$7,776.91	\$8,048.28	\$8,330.37	\$8,496.97
Biweekly \$	\$3,128.73	\$3,237.50	\$3,350.38	\$3,468.22	\$3,589.34	\$3,714.59	\$3,844.78	\$3,921.68
Hourly \$	\$39.11	\$40.47	\$41.88	\$43.35	\$44.87	\$46.43	\$48.06	\$49.02
N5 - Midwives								
Annual \$	\$92,337.44	\$95,486.77	\$99,257.39	\$101,228.40	\$104,784.78	\$108,426.86	\$112,240.34	\$114,485.14
Monthly \$	\$7,694.79	\$7,957.23	\$8,271.45	\$8,435.70	\$8,732.07	\$9,035.57	\$9,353.36	\$9,540.43
Biweekly \$	\$3,551.44	\$3,672.57	\$3,817.59	\$3,893.40	\$4,030.18	\$4,170.26	\$4,316.94	\$4,403.27
Hourly \$	\$44.39	\$45.91	\$47.72	\$48.67	\$50.38	\$52.13	\$53.96	\$55.04

Pay Grade	Minimum	1	2	3	4	5	6
Level A							
Annual \$	\$56,380.47						
Monthly \$	\$4,698.37						
Biweekly \$	\$2,168.48						
Hourly \$	\$27.11						
Level C (B inc.)							
Annual \$		\$56,468.74	\$57,263.14	\$57,550.01	\$58,675.41	\$60,882.08	\$63,022.55
Monthly \$		\$4,705.73	\$4,771.93	\$4,795.83	\$4,889.62	\$5,073.51	\$5,251.88
Biweekly \$		\$2,171.87	\$2,202.43	\$2,213.46	\$2,256.75	\$2,341.62	\$2,423.94
Hourly \$		\$27.15	\$27.53	\$27.67	\$28.21	\$29.27	\$30.30
Level C							
Annual \$		\$56,468.74	\$57,263.14	\$57,550.01	\$58,675.41	\$60,882.08	\$63,022.55
Monthly \$		\$4,705.73	\$4,771.93	\$4,795.83	\$4,889.62	\$5,073.51	\$5,251.88
Biweekly \$		\$2,171.87	\$2,202.43	\$2,213.46	\$2,256.75	\$2,341.62	\$2,423.94
Hourly \$		\$27.15	\$27.53	\$27.67	\$28.21	\$29.27	\$30.30
Level D							
Annual \$		\$58,548.74	\$59,343.14	\$59,630.01	\$60,755.41	\$62,962.08	\$65,102.55
Monthly \$		\$4,879.06	\$4,945.26	\$4,969.17	\$5,062.95	\$5,246.84	\$5,425.21
Biweekly \$		\$2,251.87	\$2,282.43	\$2,293.46	\$2,336.75	\$2,421.62	\$2,503.94
Hourly \$		\$28.15	\$28.53	\$28.67	\$29.21	\$30.27	\$31.30
Level E							
Annual \$		\$59,588.74	\$60,383.14	\$60,670.01	\$61,795.41	\$64,002.08	\$66,142.55
Monthly \$		\$4,965.73	\$5,031.93	\$5,055.83	\$5,149.62	\$5,333.51	\$5,511.88
Biweekly \$		\$2,291.87	\$2,322.43	\$2,333.46	\$2,376.75	\$2,461.62	\$2,543.94
Hourly \$		\$28.65	\$29.03	\$29.17	\$29.71	\$30.77	\$31.80
RSAM - Competent							
Annual \$		\$58,548.74	\$59,343.14	\$59,630.01	\$60,755.41	\$62,962.08	\$65,102.55
Monthly \$		\$4,879.06	\$4,945.26	\$4,969.17	\$5,062.95	\$5,246.84	\$5,425.21
Biweekly \$		\$2,251.87	\$2,282.43	\$2,293.46	\$2,336.75	\$2,421.62	\$2,503.94
Hourly \$		\$28.15	\$28.53	\$28.67	\$29.21	\$30.27	\$31.30
RSAM - Expert							
Annual \$		\$59,588.74	\$60,383.14	\$60,670.01	\$61,795.41	\$64,002.08	\$66,142.55
Monthly \$		\$4,965.73	\$5,031.93	\$5,055.83	\$5,149.62	\$5,333.51	\$5,511.88
Biweekly \$		\$2,291.87	\$2,322.43	\$2,333.46	\$2,376.75	\$2,461.62	\$2,543.94
Hourly \$		\$28.65	\$29.03	\$29.17	\$29.71	\$30.77	\$31.80
RSAM - Mastery							
Annual \$		\$60,108.74	\$60,903.14	\$61,190.01	\$62,315.41	\$64,522.08	\$66,662.55
Monthly \$		\$5,009.06	\$5,075.26	\$5,099.17	\$5,192.95	\$5,376.84	\$5,555.21
Biweekly \$		\$2,311.87	\$2,342.43	\$2,353.46	\$2,396.75	\$2,481.62	\$2,563.94
Hourly \$		\$28.90	\$29.28	\$29.42	\$29.96	\$31.02	\$32.05
MVN - Visiting Nurse							
Annual \$		\$56,468.74	\$57,263.14	\$57,550.01	\$58,675.41	\$60,882.08	\$63,022.55
Monthly \$		\$4,705.73	\$4,771.93	\$4,795.83	\$4,889.62	\$5,073.51	\$5,251.88
Biweekly \$		\$2,171.87	\$2,202.43	\$2,213.46	\$2,256.75	\$2,341.62	\$2,423.94
Hourly \$		\$27.15	\$27.53	\$27.67	\$28.21	\$29.27	\$30.30
MVN - Home Care Nurse							
Annual \$		\$56,468.74	\$57,263.14	\$57,550.01	\$58,675.41	\$60,882.08	\$63,022.55
Monthly \$		\$4,705.73	\$4,771.93	\$4,795.83	\$4,889.62	\$5,073.51	\$5,251.88
Biweekly \$		\$2,171.87	\$2,202.43	\$2,213.46	\$2,256.75	\$2,341.62	\$2,423.94
Hourly \$		\$27.15	\$27.53	\$27.67	\$28.21	\$29.27	\$30.30
MVN - Home Care Coord							
Annual \$		\$58,548.74	\$59,343.14	\$59,630.01	\$60,755.41	\$62,962.08	\$65,102.55
Monthly \$		\$4,879.06	\$4,945.26	\$4,969.17	\$5,062.95	\$5,246.84	\$5,425.21
Biweekly \$		\$2,251.87	\$2,282.43	\$2,293.46	\$2,336.75	\$2,421.62	\$2,503.94
Hourly \$		\$28.15	\$28.53	\$28.67	\$29.21	\$30.27	\$31.30
N4							
Annual \$		\$68,164.10	\$70,547.30	\$73,018.78	\$75,578.52	\$78,204.46	\$80,962.80
Monthly \$		\$5,680.34	\$5,878.94	\$6,084.90	\$6,298.21	\$6,517.04	\$6,746.90
Biweekly \$		\$2,621.70	\$2,713.36	\$2,808.41	\$2,906.87	\$3,007.86	\$3,113.95
Hourly \$		\$32.77	\$33.92	\$35.11	\$36.34	\$37.60	\$38.92
N5 - Midwives							
Annual \$					\$90,407.35	\$91,841.69	\$93,386.36
Monthly \$					\$7,533.95	\$7,653.47	\$7,782.20
Biweekly \$					\$3,477.21	\$3,532.37	\$3,591.78
Hourly \$					\$43.47	\$44.15	\$44.90

SCHEDULE B – July 1, 2012 – June 30, 2013

Pay Grade	7	8	9	10	11	12	13	14
Level A								
Annual \$								
Monthly \$								
Biweekly \$								
Hourly \$								
Level C (B inc.)								
Annual \$	\$65,251.29	\$67,502.10	\$69,863.24	\$72,312.64	\$74,850.31	\$82,551.60	\$86,170.54	\$87,893.95
Monthly \$	\$5,437.61	\$5,625.17	\$5,821.94	\$6,026.05	\$6,237.53	\$6,879.30	\$7,180.88	\$7,324.50
Biweekly \$	\$2,509.67	\$2,596.23	\$2,687.05	\$2,781.26	\$2,878.86	\$3,175.06	\$3,314.25	\$3,380.54
Hourly \$	\$31.37	\$32.45	\$33.59	\$34.77	\$35.99	\$39.69	\$41.43	\$42.26
Level C								
Annual \$	\$65,251.29	\$67,502.10	\$69,863.24	\$72,312.64	\$74,850.31	\$82,551.60	\$87,428.34	\$89,176.91
Monthly \$	\$5,437.61	\$5,625.17	\$5,821.94	\$6,026.05	\$6,237.53	\$6,879.30	\$7,285.70	\$7,431.41
Biweekly \$	\$2,509.67	\$2,596.23	\$2,687.05	\$2,781.26	\$2,878.86	\$3,175.06	\$3,362.63	\$3,429.88
Hourly \$	\$31.37	\$32.45	\$33.59	\$34.77	\$35.99	\$39.69	\$42.03	\$42.87
Level D								
Annual \$	\$67,331.29	\$69,582.10	\$71,943.24	\$74,392.64	\$76,930.31	\$84,631.60	\$91,151.54	\$92,900.11
Monthly \$	\$5,610.94	\$5,798.51	\$5,995.27	\$6,199.39	\$6,410.86	\$7,052.63	\$7,595.96	\$7,741.68
Biweekly \$	\$2,589.67	\$2,676.23	\$2,767.05	\$2,861.26	\$2,958.86	\$3,255.06	\$3,505.83	\$3,573.08
Hourly \$	\$32.37	\$33.45	\$34.59	\$35.77	\$36.99	\$40.69	\$43.82	\$44.66
Level E								
Annual \$	\$68,371.29	\$70,622.10	\$72,983.24	\$75,432.64	\$77,970.31	\$85,671.60	\$92,898.74	\$94,647.31
Monthly \$	\$5,697.61	\$5,885.17	\$6,081.94	\$6,286.05	\$6,497.53	\$7,139.30	\$7,741.56	\$7,887.28
Biweekly \$	\$2,629.67	\$2,716.23	\$2,807.05	\$2,901.26	\$2,998.86	\$3,295.06	\$3,573.03	\$3,640.28
Hourly \$	\$32.87	\$33.95	\$35.09	\$36.27	\$37.49	\$41.19	\$44.66	\$45.50
RSAM - Competent								
Annual \$	\$67,331.29	\$69,582.10	\$71,943.24	\$74,392.64	\$76,930.31	\$84,631.60	\$91,151.54	\$92,900.11
Monthly \$	\$5,610.94	\$5,798.51	\$5,995.27	\$6,199.39	\$6,410.86	\$7,052.63	\$7,595.96	\$7,741.68
Biweekly \$	\$2,589.67	\$2,676.23	\$2,767.05	\$2,861.26	\$2,958.86	\$3,255.06	\$3,505.83	\$3,573.08
Hourly \$	\$32.37	\$33.45	\$34.59	\$35.77	\$36.99	\$40.69	\$43.82	\$44.66
RSAM - Expert								
Annual \$	\$68,371.29	\$70,622.10	\$72,983.24	\$75,432.64	\$77,970.31	\$85,671.60	\$92,191.54	\$93,940.11
Monthly \$	\$5,697.61	\$5,885.17	\$6,081.94	\$6,286.05	\$6,497.53	\$7,139.30	\$7,682.63	\$7,828.34
Biweekly \$	\$2,629.67	\$2,716.23	\$2,807.05	\$2,901.26	\$2,998.86	\$3,295.06	\$3,545.83	\$3,613.08
Hourly \$	\$32.87	\$33.95	\$35.09	\$36.27	\$37.49	\$41.19	\$44.32	\$45.16
RSAM - Mastery								
Annual \$	\$68,891.29	\$71,142.10	\$73,503.24	\$75,952.64	\$78,490.31	\$86,191.60	\$92,898.74	\$94,647.31
Monthly \$	\$5,740.94	\$5,928.51	\$6,125.27	\$6,329.39	\$6,540.86	\$7,182.63	\$7,741.56	\$7,887.28
Biweekly \$	\$2,649.67	\$2,736.23	\$2,827.05	\$2,921.26	\$3,018.86	\$3,315.06	\$3,573.03	\$3,640.28
Hourly \$	\$33.12	\$34.20	\$35.34	\$36.52	\$37.74	\$41.44	\$44.66	\$45.50
MVN - Visiting Nurse								
Annual \$	\$65,251.29	\$67,502.10	\$69,863.24	\$72,312.64	\$74,850.31	\$82,551.60	\$87,428.34	\$89,176.91
Monthly \$	\$5,437.61	\$5,625.17	\$5,821.94	\$6,026.05	\$6,237.53	\$6,879.30	\$7,285.70	\$7,431.41
Biweekly \$	\$2,509.67	\$2,596.23	\$2,687.05	\$2,781.26	\$2,878.86	\$3,175.06	\$3,362.63	\$3,429.88
Hourly \$	\$31.37	\$32.45	\$33.59	\$34.77	\$35.99	\$39.69	\$42.03	\$42.87
MVN - Home Care Nurse								
Annual \$	\$65,251.29	\$67,502.10	\$69,863.24	\$72,312.64	\$74,850.31	\$82,551.60	\$87,428.34	\$89,176.91
Monthly \$	\$5,437.61	\$5,625.17	\$5,821.94	\$6,026.05	\$6,237.53	\$6,879.30	\$7,285.70	\$7,431.41
Biweekly \$	\$2,509.67	\$2,596.23	\$2,687.05	\$2,781.26	\$2,878.86	\$3,175.06	\$3,362.63	\$3,429.88
Hourly \$	\$31.37	\$32.45	\$33.59	\$34.77	\$35.99	\$39.69	\$42.03	\$42.87
MVN - Home Care Coord								
Annual \$	\$67,331.29	\$69,582.10	\$71,943.24	\$74,392.64	\$76,930.31	\$84,631.60	\$91,151.54	\$92,900.11
Monthly \$	\$5,610.94	\$5,798.51	\$5,995.27	\$6,199.39	\$6,410.86	\$7,052.63	\$7,595.96	\$7,741.68
Biweekly \$	\$2,589.67	\$2,676.23	\$2,767.05	\$2,861.26	\$2,958.86	\$3,255.06	\$3,505.83	\$3,573.08
Hourly \$	\$32.37	\$33.45	\$34.59	\$35.77	\$36.99	\$40.69	\$43.82	\$44.66
N4								
Annual \$	\$83,787.34	\$86,700.14	\$89,723.28	\$92,878.82	\$96,122.63	\$99,476.77	\$102,963.32	\$105,022.58
Monthly \$	\$6,982.28	\$7,225.01	\$7,476.94	\$7,739.90	\$8,010.22	\$8,289.73	\$8,580.28	\$8,751.88
Biweekly \$	\$3,222.59	\$3,334.62	\$3,450.90	\$3,572.26	\$3,697.02	\$3,826.03	\$3,960.13	\$4,039.33
Hourly \$	\$40.28	\$41.68	\$43.14	\$44.65	\$46.21	\$47.83	\$49.50	\$50.49
N5 - Midwives								
Annual \$	\$95,107.56	\$98,351.37	\$102,235.11	\$104,265.25	\$107,928.33	\$111,679.67	\$115,607.55	\$117,919.70
Monthly \$	\$7,925.63	\$8,195.95	\$8,519.59	\$8,688.77	\$8,994.03	\$9,306.64	\$9,633.96	\$9,826.64
Biweekly \$	\$3,657.98	\$3,782.75	\$3,932.12	\$4,010.20	\$4,151.09	\$4,295.37	\$4,446.44	\$4,535.37
Hourly \$	\$45.72	\$47.28	\$49.15	\$50.13	\$51.89	\$53.69	\$55.58	\$56.69

Pay Grade	Minimum	1	2	3	4	5	6
Level A							
Annual \$	\$58,635.69						
Monthly \$	\$4,886.31						
Biweekly \$	\$2,255.22						
Hourly \$	\$28.19						
Level C (B inc.)							
Annual \$		\$58,727.49	\$59,553.66	\$59,852.01	\$61,022.42	\$63,317.36	\$65,543.45
Monthly \$		\$4,893.96	\$4,962.81	\$4,987.67	\$5,085.20	\$5,276.45	\$5,461.95
Biweekly \$		\$2,258.75	\$2,290.53	\$2,302.00	\$2,347.02	\$2,435.28	\$2,520.90
Hourly \$		\$28.23	\$28.63	\$28.78	\$29.34	\$30.44	\$31.51
Level C							
Annual \$		\$58,727.49	\$59,553.66	\$59,852.01	\$61,022.42	\$63,317.36	\$65,543.45
Monthly \$		\$4,893.96	\$4,962.81	\$4,987.67	\$5,085.20	\$5,276.45	\$5,461.95
Biweekly \$		\$2,258.75	\$2,290.53	\$2,302.00	\$2,347.02	\$2,435.28	\$2,520.90
Hourly \$		\$28.23	\$28.63	\$28.78	\$29.34	\$30.44	\$31.51
Level D							
Annual \$		\$60,807.49	\$61,633.66	\$61,932.01	\$63,102.42	\$65,397.36	\$67,623.45
Monthly \$		\$5,067.29	\$5,136.14	\$5,161.00	\$5,258.54	\$5,449.78	\$5,635.29
Biweekly \$		\$2,338.75	\$2,370.53	\$2,382.00	\$2,427.02	\$2,515.28	\$2,600.90
Hourly \$		\$29.23	\$29.63	\$29.78	\$30.34	\$31.44	\$32.51
Level E							
Annual \$		\$61,847.49	\$62,673.66	\$62,972.01	\$64,142.42	\$66,437.36	\$68,663.45
Monthly \$		\$5,153.96	\$5,222.81	\$5,247.67	\$5,345.20	\$5,536.45	\$5,721.95
Biweekly \$		\$2,378.75	\$2,410.53	\$2,422.00	\$2,467.02	\$2,555.28	\$2,640.90
Hourly \$		\$29.73	\$30.13	\$30.28	\$30.84	\$31.94	\$33.01
RSAM - Competent							
Annual \$		\$60,807.49	\$61,633.66	\$61,932.01	\$63,102.42	\$65,397.36	\$67,623.45
Monthly \$		\$5,067.29	\$5,136.14	\$5,161.00	\$5,258.54	\$5,449.78	\$5,635.29
Biweekly \$		\$2,338.75	\$2,370.53	\$2,382.00	\$2,427.02	\$2,515.28	\$2,600.90
Hourly \$		\$29.23	\$29.63	\$29.78	\$30.34	\$31.44	\$32.51
RSAM - Expert							
Annual \$		\$61,847.49	\$62,673.66	\$62,972.01	\$64,142.42	\$66,437.36	\$68,663.45
Monthly \$		\$5,153.96	\$5,222.81	\$5,247.67	\$5,345.20	\$5,536.45	\$5,721.95
Biweekly \$		\$2,378.75	\$2,410.53	\$2,422.00	\$2,467.02	\$2,555.28	\$2,640.90
Hourly \$		\$29.73	\$30.13	\$30.28	\$30.84	\$31.94	\$33.01
RSAM - Mastery							
Annual \$		\$62,367.49	\$63,193.66	\$63,492.01	\$64,662.42	\$66,957.36	\$69,183.45
Monthly \$		\$5,197.29	\$5,266.14	\$5,291.00	\$5,388.54	\$5,579.78	\$5,765.29
Biweekly \$		\$2,398.75	\$2,430.53	\$2,442.00	\$2,487.02	\$2,575.28	\$2,660.90
Hourly \$		\$29.98	\$30.38	\$30.53	\$31.09	\$32.19	\$33.26
MVN - Visiting Nurse							
Annual \$		\$58,727.49	\$59,553.66	\$59,852.01	\$61,022.42	\$63,317.36	\$65,543.45
Monthly \$		\$4,893.96	\$4,962.81	\$4,987.67	\$5,085.20	\$5,276.45	\$5,461.95
Biweekly \$		\$2,258.75	\$2,290.53	\$2,302.00	\$2,347.02	\$2,435.28	\$2,520.90
Hourly \$		\$28.23	\$28.63	\$28.78	\$29.34	\$30.44	\$31.51
MVN - Home Care Nurse							
Annual \$		\$58,727.49	\$59,553.66	\$59,852.01	\$61,022.42	\$63,317.36	\$65,543.45
Monthly \$		\$4,893.96	\$4,962.81	\$4,987.67	\$5,085.20	\$5,276.45	\$5,461.95
Biweekly \$		\$2,258.75	\$2,290.53	\$2,302.00	\$2,347.02	\$2,435.28	\$2,520.90
Hourly \$		\$28.23	\$28.63	\$28.78	\$29.34	\$30.44	\$31.51
MVN - Home Care Coord							
Annual \$		\$60,807.49	\$61,633.66	\$61,932.01	\$63,102.42	\$65,397.36	\$67,623.45
Monthly \$		\$5,067.29	\$5,136.14	\$5,161.00	\$5,258.54	\$5,449.78	\$5,635.29
Biweekly \$		\$2,338.75	\$2,370.53	\$2,382.00	\$2,427.02	\$2,515.28	\$2,600.90
Hourly \$		\$29.23	\$29.63	\$29.78	\$30.34	\$31.44	\$32.51
N4							
Annual \$		\$70,890.66	\$73,369.20	\$75,939.53	\$78,601.66	\$81,332.63	\$84,201.31
Monthly \$		\$5,907.56	\$6,114.10	\$6,328.29	\$6,550.14	\$6,777.72	\$7,016.78
Biweekly \$		\$2,726.56	\$2,821.89	\$2,920.75	\$3,023.14	\$3,128.18	\$3,238.51
Hourly \$		\$34.08	\$35.27	\$36.51	\$37.79	\$39.10	\$40.48
N5 - Midwives							
Annual \$					\$94,023.65	\$95,515.36	\$97,121.81
Monthly \$					\$7,835.30	\$7,959.61	\$8,093.48
Biweekly \$					\$3,616.29	\$3,673.67	\$3,735.45
Hourly \$					\$45.20	\$45.92	\$46.69

SCHEDULE C – July 1, 2013 – June 30, 2014

Pay Grade	7	8	9	10	11	12	13	14
Level A								
Annual \$								
Monthly \$								
Biweekly \$								
Hourly \$								
Level C (B inc.)								
Annual \$	\$67,861.34	\$70,202.18	\$72,657.76	\$75,205.15	\$77,844.33	\$85,853.66	\$89,617.36	\$91,409.71
Monthly \$	\$5,655.11	\$5,850.18	\$6,054.81	\$6,267.10	\$6,487.03	\$7,154.47	\$7,468.11	\$7,617.48
Biweekly \$	\$2,610.05	\$2,700.08	\$2,794.53	\$2,892.51	\$2,994.01	\$3,302.06	\$3,446.82	\$3,515.76
Hourly \$	\$32.63	\$33.75	\$34.93	\$36.16	\$37.43	\$41.28	\$43.09	\$43.95
Level C								
Annual \$	\$67,861.34	\$70,202.18	\$72,657.76	\$75,205.15	\$77,844.33	\$85,853.66	\$90,925.48	\$92,743.99
Monthly \$	\$5,655.11	\$5,850.18	\$6,054.81	\$6,267.10	\$6,487.03	\$7,154.47	\$7,577.12	\$7,728.67
Biweekly \$	\$2,610.05	\$2,700.08	\$2,794.53	\$2,892.51	\$2,994.01	\$3,302.06	\$3,497.13	\$3,567.08
Hourly \$	\$32.63	\$33.75	\$34.93	\$36.16	\$37.43	\$41.28	\$43.71	\$44.59
Level D								
Annual \$	\$69,941.34	\$72,282.18	\$74,737.76	\$77,285.15	\$79,924.33	\$87,933.66	\$94,648.68	\$96,467.19
Monthly \$	\$5,828.45	\$6,023.52	\$6,228.15	\$6,440.43	\$6,660.36	\$7,327.81	\$7,887.39	\$8,038.93
Biweekly \$	\$2,690.05	\$2,780.08	\$2,874.53	\$2,972.51	\$3,074.01	\$3,382.06	\$3,640.33	\$3,710.28
Hourly \$	\$33.63	\$34.75	\$35.93	\$37.16	\$38.43	\$42.28	\$45.50	\$46.38
Level E								
Annual \$	\$70,981.34	\$73,322.18	\$75,777.76	\$78,325.15	\$80,964.33	\$88,973.66	\$96,395.88	\$98,214.39
Monthly \$	\$5,915.11	\$6,110.18	\$6,314.81	\$6,527.10	\$6,747.03	\$7,414.47	\$8,032.99	\$8,184.53
Biweekly \$	\$2,730.05	\$2,820.08	\$2,914.53	\$3,012.51	\$3,114.01	\$3,422.06	\$3,707.53	\$3,777.48
Hourly \$	\$34.13	\$35.25	\$36.43	\$37.66	\$38.93	\$42.78	\$46.34	\$47.22
RSAM - Competent								
Annual \$	\$69,941.34	\$72,282.18	\$74,737.76	\$77,285.15	\$79,924.33	\$87,933.66	\$94,648.68	\$96,467.19
Monthly \$	\$5,828.45	\$6,023.52	\$6,228.15	\$6,440.43	\$6,660.36	\$7,327.81	\$7,887.39	\$8,038.93
Biweekly \$	\$2,690.05	\$2,780.08	\$2,874.53	\$2,972.51	\$3,074.01	\$3,382.06	\$3,640.33	\$3,710.28
Hourly \$	\$33.63	\$34.75	\$35.93	\$37.16	\$38.43	\$42.28	\$45.50	\$46.38
RSAM - Expert								
Annual \$	\$70,981.34	\$73,322.18	\$75,777.76	\$78,325.15	\$80,964.33	\$88,973.66	\$95,688.68	\$97,507.19
Monthly \$	\$5,915.11	\$6,110.18	\$6,314.81	\$6,527.10	\$6,747.03	\$7,414.47	\$7,974.06	\$8,125.60
Biweekly \$	\$2,730.05	\$2,820.08	\$2,914.53	\$3,012.51	\$3,114.01	\$3,422.06	\$3,680.33	\$3,750.28
Hourly \$	\$34.13	\$35.25	\$36.43	\$37.66	\$38.93	\$42.78	\$46.00	\$46.88
RSAM - Mastery								
Annual \$	\$71,501.34	\$73,842.18	\$76,297.76	\$78,845.15	\$81,484.33	\$89,493.66	\$96,395.88	\$98,214.39
Monthly \$	\$5,958.45	\$6,153.52	\$6,358.15	\$6,570.43	\$6,790.36	\$7,457.81	\$8,032.99	\$8,184.53
Biweekly \$	\$2,750.05	\$2,840.08	\$2,934.53	\$3,032.51	\$3,134.01	\$3,442.06	\$3,707.53	\$3,777.48
Hourly \$	\$34.38	\$35.50	\$36.68	\$37.91	\$39.18	\$43.03	\$46.34	\$47.22
MVN - Visiting Nurse								
Annual \$	\$67,861.34	\$70,202.18	\$72,657.76	\$75,205.15	\$77,844.33	\$85,853.66	\$90,925.48	\$92,743.99
Monthly \$	\$5,655.11	\$5,850.18	\$6,054.81	\$6,267.10	\$6,487.03	\$7,154.47	\$7,577.12	\$7,728.67
Biweekly \$	\$2,610.05	\$2,700.08	\$2,794.53	\$2,892.51	\$2,994.01	\$3,302.06	\$3,497.13	\$3,567.08
Hourly \$	\$32.63	\$33.75	\$34.93	\$36.16	\$37.43	\$41.28	\$43.71	\$44.59
MVN - Home Care Nurse								
Annual \$	\$67,861.34	\$70,202.18	\$72,657.76	\$75,205.15	\$77,844.33	\$85,853.66	\$90,925.48	\$92,743.99
Monthly \$	\$5,655.11	\$5,850.18	\$6,054.81	\$6,267.10	\$6,487.03	\$7,154.47	\$7,577.12	\$7,728.67
Biweekly \$	\$2,610.05	\$2,700.08	\$2,794.53	\$2,892.51	\$2,994.01	\$3,302.06	\$3,497.13	\$3,567.08
Hourly \$	\$32.63	\$33.75	\$34.93	\$36.16	\$37.43	\$41.28	\$43.71	\$44.59
MVN - Home Care Coord								
Annual \$	\$69,941.34	\$72,282.18	\$74,737.76	\$77,285.15	\$79,924.33	\$87,933.66	\$94,648.68	\$96,467.19
Monthly \$	\$5,828.45	\$6,023.52	\$6,228.15	\$6,440.43	\$6,660.36	\$7,327.81	\$7,887.39	\$8,038.93
Biweekly \$	\$2,690.05	\$2,780.08	\$2,874.53	\$2,972.51	\$3,074.01	\$3,382.06	\$3,640.33	\$3,710.28
Hourly \$	\$33.63	\$34.75	\$35.93	\$37.16	\$38.43	\$42.28	\$45.50	\$46.38
N4								
Annual \$	\$87,138.83	\$90,168.15	\$93,312.21	\$96,593.98	\$99,967.54	\$103,455.84	\$107,081.85	\$109,223.49
Monthly \$	\$7,261.57	\$7,514.01	\$7,776.02	\$8,049.50	\$8,330.63	\$8,621.32	\$8,923.49	\$9,101.96
Biweekly \$	\$3,351.49	\$3,468.01	\$3,588.93	\$3,715.15	\$3,844.91	\$3,979.07	\$4,118.53	\$4,200.90
Hourly \$	\$41.89	\$43.35	\$44.86	\$46.44	\$48.06	\$49.74	\$51.48	\$52.51
N5 - Midwives								
Annual \$	\$98,911.87	\$102,285.43	\$106,324.52	\$108,435.86	\$112,245.46	\$116,146.86	\$120,231.85	\$122,636.48
Monthly \$	\$8,242.66	\$8,523.79	\$8,860.38	\$9,036.32	\$9,353.79	\$9,678.90	\$10,019.32	\$10,219.71
Biweekly \$	\$3,804.30	\$3,934.05	\$4,089.40	\$4,170.61	\$4,317.13	\$4,467.19	\$4,624.30	\$4,716.79
Hourly \$	\$47.55	\$49.18	\$51.12	\$52.13	\$53.96	\$55.84	\$57.80	\$58.96

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

SECTION A. IMPLEMENTATION

Schedule A – Pay Grade N-6

620. Effective November 1, 2011 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 624A.

Schedule B – Pay Grade N-6

621. Effective July 1, 2012 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 624B.

Schedule C – Pay Grade N-6

622. Effective July 1, 2013 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 624C¹⁹².

- 624A. CRNA Schedule A
**Schedule A 2011 –
2012**

Annual \$	\$174,284.24	\$180,904.26
Monthly \$	\$14,523.69	\$15,075.35
Biweekly \$	\$6,703.24	\$6,957.86
Hourly \$	\$83.79	\$86.97

- 624B. CRNA Schedule B
**Schedule B 2012 –
2013**

Annual \$	\$179,512.77	\$186,331.38
Monthly \$	\$14,959.40	\$15,527.62
Biweekly \$	\$6,904.34	\$7,166.59
Hourly \$	\$86.30	\$89.58

- 624C. CRNA Schedule C
**Schedule B 2012 –
2013**

Annual \$	\$186,693.28	\$193,784.64
Monthly \$	\$15,557.77	\$16,148.72
Biweekly \$	\$7,180.51	\$7,453.26
Hourly \$	\$89.76	\$93.17

¹⁹² See Memorandum of Understanding, Paragraph 720

SECTION B. REVIEW

625. 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

- 625A. 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, 2014.

**APPENDIX A-2
WAGE SCHEDULES FOR
PER DIEM EMPLOYEES¹⁹³**

	Area	Average hrs./week worked	Hourly Wage
625B	24/7 Procedure and OR Areas <1 year of full-time RN experience	0 – 19	\$35.00
		20 – 35	\$40.00
		≤ 36	\$44.00
	24/7 Procedure and OR Areas >1 year of full-time RN experience	0 – 40	\$26.00
625C	Ambulatory Care (On-site, Off-site and Health Ctrs.) <1 year of full-time RN experience	0 – 31	\$30.00
		≤ 32	\$32.00
625D	Expanded Role:	0 – 40	\$38.00

PAY GRID FOR MVC 12/23/11

	Education and Experience	Pay Rate
625E	A.D.N. and 6-23 mos. RN experience	\$23.64
	BSN and 6-23 mos. RN experience	\$24.45
	A.D.N. and 2 – 5 yrs. RN experience	
	BSN and 2 – 5 yrs. RN experience	\$25.25
	A.D.N. and 5 – 10 yrs. RN experience	
	A.D.N. and 2 – 5 yrs. RN experience and 1 yr. Home Care experience	
	BSN and 5 – 10 yrs. RN experience	\$26.07
	BSN and 2 – 5 yrs. RN experience and 1 yr. Home Care experience	
	A.D.N. and < 10 yrs. RN experience	
	A.D.N. and 5 – 10 yrs. RN experience and 1 yr. Home Care experience	\$26.88
	BSN and < 10 yrs. RN experience	
	BSN and 5 – 10 yrs. RN experience and 1 yr. Home Care experience	
	A.D.N. and < 15 yrs. RN experience	\$26.88
	A.D.N. and < 10 yrs. RN experience and 1 yr. Home Care experience	

¹⁹³ See Intent Note for Appendix A-2

**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 (B incumbent)	278020	RN Level C (those at Level B as of 6/30/2008)
	Level C	278040	RN Level C
	Level D	112700	RN Level D
	Level E	112710	RN Level E
628	N-3 (RSAM)	112720	Clinical Care Coordinator
		112780	Educational Nurse
		112800	Coordinator
		112760	Flight Nurse Specialist
		212930	Practice Management Coordinator
629	N-4	112740	HCAC Home Care
		112820	Admissions Coordinator
		112860	Clinical Nurse IV
		112840	Clinical Nurse Specialist
629A	NP-4	112970	Clinical Nurse Consultant
630	N-5	112830	Educational Nurse Specialist
630A	N-6	112900	Nurse Practitioner
630B	NP-4	112920	Certified Nurse Midwife
			Certified Registered Nurse Anesthetist
			HP Nurse Practitioner – Home-Based Nursing

Moved MVN classification (212910) to Level C (278040)

Moved MVC classification (278050)- to Level C (278040)

	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> (Ctrl click to open)

APPENDIX C
REPRESENTATION AREAS

631A. Representation areas will be as follows. Areas as of January 1, 2009 will be communicated.

632. UNIVERSITY HOSPITAL AND CVC ACUTE CARE

4A	4B	4C	5A	5B
5C	6A	6B	6C	7A
7B	7C	8A	8B	8C

Observation

Unit

CVC Moderate Care

CSR Acute Care Cluster

Vascular Access Service

633. UNIVERSITY HOSPITAL INTENSIVE CARE and CVC

CVC4	Acute Dialysis
NICU	Trauma/Burn
SICU	Emergency Services
TICU	CVC ICU
CCMU	Survival Flight
CCU	CSR Adult ICU Cluster
8D	Adult Pain Service
SWAT	

634. PEDIATRIC/PERINATAL/PSYCHIATRY

PICU	Pediatric Dialysis
PCTU	Women's Birthing Center
ECMO	Child/Adolescent Psych.
Holden	Outpatient Psychiatry
9C	CSR Pediatric ICU Cluster
9D	CSR Pediatric Acute Care Cluster
5E	5W
6 Mott	7 Mott
Pediatric Pain Service	OB Pain Nurses

635. AMBULATORY CARE

Dental School	Flint Urban Health & Wellness Center
University Health Service	Decentralized Ambulatory Care floats
Ambulatory Care Nursing Resource Pool (ACNRP)	On-Site and Off-Site Health Centers and Clinics

636. OPERATING ROOMS, RECOVERY ROOMS, PROCEDURE AREAS

Main Operating Rooms	Mott Operating Rooms
Main PACU	Mott PACU
Kellogg Surgery Center and PACU	All Medical Procedure Unit
Livonia Surgery Center	Radiology/Angiography
All remaining Dialysis sites	Livonia Chronic dialysis off-site
CVC PACU	CVC operating Rooms
Cancer Center B1 and B2	Wound Ostomy
Photopheresis	Cancer Center Infusion
Cardiac Cath/EPS/ECHO Labs	Blood Bank/Apheresis
East Ann Arbor surgery Center and PACU	

637. ADVANCED PRACTICE NURSES & OUTLYING AREAS

CRNA's	HomeMed, Home infusion
Certified Nurse Midwives	OB Anesthesia Nurses
Clinical Nurse Specialists	University Health Service
Educational Services	Flint Urban Health & Wellness Center
Nurse Practitioners	Psychiatric Emergency Svcs.
Dental School	Acute Pain Services (Adult & Pediatric)

CONTINUITY OF CARE

Practice Management Support Svcs.	Michigan Visiting Nurses
Home Med	Home Infusion
Non-Clin IV's in ESN	

APPENDIX D
PAID TIME OFF & HOLIDAY REQUEST TIMES

637A.

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 (see intent note 348) *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
February 1 – 28: PTO Request for May 1 – April 30 March: PTO schedule development	No Later Than April 1 PTO Schedule Posted

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-.70=1.83)
(3-8's & 4-12's/2 weeks)				
D	8/12	40	.80	(1.83-.80=1.03)
(4-8's & 4-12's/2 weeks)				
E	8	24	.60	(1.03-.60=.43)
F	12	36	.60	(.43-.60=<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.	$ \begin{array}{r} \$4252.50 \\ -0.00 \\ \hline \$4252.50 \end{array} $
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)	$ \begin{array}{r} \$1428.00 \\ \times 3 \\ \hline \$4284.00 \\ \text{(as of 8/1/09)*} \end{array} $
Multiply by appointment fraction to get annual maximum allowed.	Mary's appointment is 0.9	$ \begin{array}{r} \$4284.00 \\ \times 0.9 \\ \hline \$3855.60 \end{array} $
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.	$ \begin{array}{r} \$4252.50 \\ \times .75 \\ \hline \$3189.38 \end{array} $
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)

- * New contract language (2008) 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 + 80.00 \$1896.00
5. Multiply by .75 (U of M limit)	Para 477a) limits the reimbursement to .75% of the cost	\$1896 x .75 \$1422
6. Multiply by appointment fraction to get the amount eligible for Tuition Reimbursement	Mary's appointment is .9	\$1422 x .9 \$1279.80
7. Determine total bill for All credits plus registration fees		\$3632 + \$80 \$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 -\$1279.80 \$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.	$\$2432.20$ -\$593.00 \$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> $\$2432.20$ -2500.00 -\$67.80 $\$1279.80$ -67.80 \$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 Class¹⁹⁴

¹⁹⁴ Tuition option 47 involves change of JIT website, not contract

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: _____
Nurse Manager: _____
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)

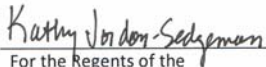
cc: UMPNC

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 retirement¹⁹⁵.


For the Regents of the
University of Michigan
Kathy Jordan-Sedgeman
Director, Human Resources

12-14-11
Date


For the Michigan
Nurses Association
Jessica Salazar

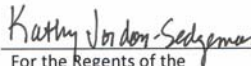
12-13-11
Date


For the University of Michigan
Professional
Nurse Council
Katie Oppenheim

12/13/11
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.


For the Regents of the
University of Michigan
Kathy Jordan-Sedgeman
Director, Human Resources

12-14-11
Date


For the Michigan
Nurses Association
Jessica Salazar

12-13-11
Date


For the University of Michigan
Professional
Nurse Council
Katie Oppenheim

12/13/11
Date

¹⁹⁵ See Intent Note for Paragraph 638

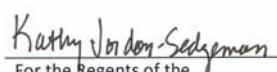
**MEMORANDUM OF UNDERSTANDING
DUAL APPOINTMENTS**

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.

 _____ For the Regents of the University of Michigan Kathy Jordan-Sedgeman Director, Human Resources	12-14-11 Date	 _____ For the Michigan Nurses Association Jessica Salazar	12-13-11 Date
 _____ For the University of Michigan Professional Nurse Council Katie Oppenheim		12/13/11 Date	

**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 in this bargaining unit who are so authorized shall be reimbursed at the rate used for other University employees¹⁹⁶.

 _____ For the Regents of the University of Michigan Kathy Jordan-Sedgeman Director, Human Resources	12-14-11 Date	 _____ For the Michigan Nurses Association Jessica Salazar	12-13-11 Date
 _____ For the University of Michigan Professional Nurse Council Katie Oppenheim		12/13/11 Date	

¹⁹⁶ See Intent Note for Paragraph 642

**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 vehicle¹⁹⁷.
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.

Kathy Jordan-Sedgeman 12-14-11
For the Regents of the
University of Michigan
Kathy Jordan-Sedgeman
Director, Human Resources

Jessica Salazar 12-13-11
For the Michigan
Nurses Association
Jessica Salazar

Katie Oppenheim 12/13/11
For the University of Michigan
Professional
Nurse Council
Katie Oppenheim

¹⁹⁷ See Intent Notes for Paragraph 643

**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 program¹⁹⁸.
- 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 Practitioners¹⁹⁹.
- 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 experience²⁰⁰.
- 7) New hires or transfers into the classification of Certified Registered Nurse Anesthetist will be placed according to Paragraph 625A.
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

¹⁹⁸ See Addendum D, Professional Development Framework for internship compensation as of July 1, 2006

¹⁹⁹ See NP MOU Paragraph 745

²⁰⁰ See Memorandum of Understanding, Paragraph 721

current employee in the bargaining unit in the same classification with equivalent experience.

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 credit²⁰¹. 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.

Kathy Jordan-Sedgeman 12.14.11
For the Regents of the
University of Michigan
Kathy Jordan-Sedgeman
Director, Human Resources

Jessica Salazar 12-13-11
For the Michigan
Nurses Association
Jessica Salazar

Katie Oppenheim 12/13/11
For the University of Michigan
Professional
Nurse Council
Katie Oppenheim

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.

Kathy Jordan-Sedgeman 12.14.11
For the Regents of the
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Kathy Jordan-Sedgeman
Director, Human Resources

Jessica Salazar 12-13-11
For the Michigan
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Jessica Salazar

Katie Oppenheim 12/13/11
For the University of Michigan
Professional
Nurse Council
Katie Oppenheim

²⁰¹ 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 28 & 29, 2008.

<u>Kathy Jordan-Sedgeman</u> For the Regents of the University of Michigan Kathy Jordan-Sedgeman Director, Human Resources	<u>12-14-11</u> Date	<u></u> For the Michigan Nurses Association Jessica Salazar	<u>12-13-11</u> Date
		<u></u> For the University of Michigan Professional Nurse Council Katie Oppenheim	<u>12/13/11</u> Date

**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.

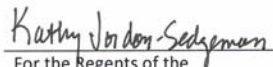
<u>Kathy Jordan-Sedgeman</u> For the Regents of the University of Michigan Kathy Jordan-Sedgeman Director, Human Resources	<u>12-14-11</u> Date	<u></u> For the Michigan Nurses Association Jessica Salazar	<u>12-13-11</u> Date
		<u></u> For the University of Michigan Professional Nurse Council Katie Oppenheim	<u>12/13/11</u> Date

**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 absence²⁰².

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.


For the Regents of the
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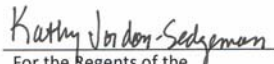
MEMORANDUM OF UNDERSTANDING WORKFORCE TRANSITION

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 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

²⁰² See Paragraph 292 and 662B

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 technology²⁰³


For the Regents of the
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For the University of Michigan
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12/13/11
Date

MEMORANDUM OF UNDERSTANDING DUAL UNIT POSITIONS

700. In order to respond to variations in workload, it is desirable to create dual unit positions in the Professional Development Framework classification. A home unit will be designated for seniority-based decisions. The individual nurse will be able to choose an alternative unit, from a list of areas with known needs. Advanced scheduling will be provided and this position will be implemented so as to avoid overtime²⁰⁴.

²⁰³ Reference Article 26

²⁰⁴ See Intent Note for Paragraph 700

701. 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.

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MEMORANDUM OF UNDERSTANDING RELEVANT LABOR MARKETS

702. The parties agree if the University engages in different health care businesses and/or conducts business in different geographic locations 1) the University will extend full benefits, as defined in Article 39, to nurses in the above businesses or locations and 2) the Association and the University will meet to determine what possible exceptions to other current provisions which may be established. It is understood that relevant labor markets will be included in the considerations. To this end, as the University engages in additional health care businesses and/or conducts business in different geographic locations 1) the Association and the University will meet to design prototypes for relevant labor market rates, benefit packages and other current contract provisions that may impact arrangements with such businesses and 2) the Association and the University will meet to mutually determine resolution, if deviations from the established prototypes are determined desirable.

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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.

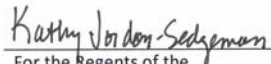
The Employer will provide the following information to the Union when it appoints an Employee to a Dual Career Appointment: name of Employee, appointing academic unit, Dual Career Appointment status, duration of the appointment, and notice if posting was waived.

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 Nursing 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.

 _____ For the Regents of the University of Michigan Kathy Jordan-Sedgeman Director, Human Resources	12-14-11 Date	 _____ For the Michigan Nurses Association Jessica Salazar	12-13-11 Date
 _____ For the University of Michigan Professional Nurse Council Katie Oppenheim		12/13/11 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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Katie Oppenheim

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Date

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 applies²⁰⁵.

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.
 - 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.

²⁰⁵ See paragraphs 129 & 131A

- 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,²⁰⁶ 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 AREAS NOT COVERED BY CSR

714. In addition, the parties will establish a joint group, including representatives from the relevant areas, to examine the possibility of adding CSR clusters to provide support to those areas not currently covered by CSR.
- 714A. The parties may create a float pool following the evaluation of, 1) Schedule flexibility, shift length, involved units and, 2) the feasibility related to ability to maintain competency, skills and proficiency. Units intended include all O.R.s, PACU and other mutually agreed areas.

Kathy Jordan-Sedgeman 12.14.11
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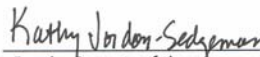
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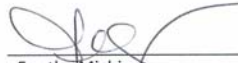
²⁰⁶ See paragraph 354

**MEMORANDUM OF UNDERSTANDING
TRANSFER AND PROMOTION**


719. The Association and the University will meet jointly to define and/or rephrase required and desired qualifications as competencies.


For the Regents of the
University of Michigan
Kathy Jordan-Sedgeman
Director, Human Resources

12.14.11
Date


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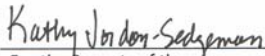
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**MEMORANDUM OF UNDERSTANDING
ADVANCE PRACTICE NURSES RECRUITMENT ISSUES**

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.


For the Regents of the
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12/13/11
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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 program²⁰⁷;
- 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 WORK-RELATED INJURIES AND ACCOMMODATION OF RESTRICTIONS

726. A joint work group will be convened within sixty (60) days of the execution of this agreement and will meet at least bi-weekly to implement the guidelines in Addendum C (Disability Accommodation Guidelines).

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²⁰⁷ See Intent Note for paragraph 724

**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
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.	
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	

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 PTO DONATION PROGRAM

728. Within thirty (30) days of the ratification (Nov. 6, 2011) of this agreement, the University and the Association agree to convene a work group to create a system for administration of a Paid Time Off (PTO) donation program for employees under this agreement. The PTO donation program will be implemented no later than January 1, 2012. Key components of the PTO donation program 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 will be made in four-hour blocks.
 - 4) The donating employee must have at least 80 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 will be made to a central 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 will 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 donor may express a preference for an individual to whom he or she wishes to donate, but decisions on allocation of donated PTO will be made by the PTO Donation Committee.
- 13) A recipient may receive up to four (4) weeks of donated PTO (up to 160 hours, prorated based on FTE) hours of donated PTO in a twelve-month period.
- 14) The PTO donation program will be reviewed after a one year period to assess the effectiveness of the program, necessary changes to the program, etc.

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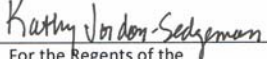
12-13-11
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Katie Oppenheim

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**MEMORANDUM OF UNDERSTANDING
HEALTH CARE COSTS – JOINT RESOLUTION**

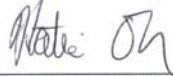
732. The health and well being of people who work at the University of Michigan is essential to the fulfillment of the obligations of the University and the Association. Our joint efforts in this regard have been undertaken in our collective bargaining agreements over several years. Obtaining affordable 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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12/13/11
Date

**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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**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
NURSE PRACTITIONERS**

745. 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. An annual labor market analysis will take place and will be jointly reviewed.

<u>Tier #1</u>	<u>Tier #2</u>	<u>Tier #3</u>
Outpatient, primary care, psych/counseling, H & Ps and management of common problems, including management of patients with chronic conditions through the medical home.	Inpatient, sub-acute care and/or outpatient management of complex problems of relatively stable patients and/or using technical interventions	Predominately critical care of patients with requirements of continuous monitoring and interventions, unstable patients and highly technical interventions. Special labor market differentials/incentives as applicable

Placement on the appropriate salary scale will be determined by:

1. Tiers

Tier #1 = \$67,250-\$87,420-\$107,590 (Minimum starting salary = \$67,912)

Tier #2 = \$73,970-\$96,160-\$118,350 (Minimum starting salary = \$77,744)

Tier #3 = \$81,370-\$105,780-\$130,190 (Minimum starting salary = \$89,302)

2. The number of points, determined by:

NP Experience = 1 point per year

Non-NP RN Experience = 0.75 point per year, 7 year maximum

Related non-RN Clinical Experience, or additional RN Experience in excess of 7 years (effective February 1, 2010) = 0.50 per year, 5 year maximum.

Total possible points for Non-NP RN Experience, related non-RN Clinical Experience and additional RN Experience remains 7.75 points.

Note: This reflects salary ranges at time of ratification (Nov. 6, 2011).

Access successive salary ranges online at JIT website.

Tier #1	Tier #2	Tier #3
Minimum starting salary \$67,912	Minimum starting salary \$77,744	Minimum starting salary \$89,302
0-4 points = \$67,912-\$78,269	0-4 points = \$77,744-\$86,965	0-4 points = \$89,302-\$98,054
5-8 points = \$75,644-\$85,339	5-8 points = \$84,049-\$94,574	5-8 points = \$94,765-\$103,815
9-14 points = \$82,478-\$92,862	9-14 points = \$91,403-\$102,727	9-14 points = \$100,303 - \$109,794
15-23 points = \$89,749-\$100,292	15-23 points = \$99,283-\$110,881	15-23 points = \$106,112-\$117,403
24+ points = \$96,928-\$107,590	24+ points = \$107,162-\$118,350	24+ points = \$113,466-\$130,190

*Cardiac surgery/Heart Failure Special Labor Market
Minimum starting salary \$89,640
0-4 points = \$94,740-\$104,740
5-8 points = \$100,313-\$112,807
9-14 points = \$105,886-\$124,294
15-23 points = \$118,079 - \$132,690
24+ points = \$126,056-\$143,210

*All hires without NP experience employed either in the Cardiac Surgery or Heart Failure 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. NPs hired without experience may be eligible for merit increase as appropriate.

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, an individual's salary progression will occur annually, based on an annual performance review, with merit increases awarded at the discretion of the University, and consistent with the department's salary program and/or labor market adjustments.

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.

Yearly following the implementation of the annual salary program, the Association, Nursing Administration and HR will jointly review the distribution of salary increases to NPs to identify any salary increase of less than the designated annual merit program and review the rationale which led to the decision. An NP receiving a salary increase of less than the designated annual merit program may employ the dispute resolution procedure.

In any year with a 0% salary program, each nurse practitioner will receive a 1.5% salary increase. In the event the salary program is given only as a lump sum payment, NP's will receive a 1.5% increase to base salaries.

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 Nurse Manager/Clinical 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, Nurse Manager/Clinical 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 Nurse Manager/Clinical Director and provided to the Director of Nursing, 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 Nurse Manager, Nursing Director 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:

\$6.13 per hour for all Tiers.

Shift Differential:

\$3.00 per hour for Evening and Night Shifts

Evening: Shift starting at or after noon but before 8:00 p.m.

Night: Shift starting at or after 8:00 p.m. but before 4:00 a.m.

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

Holiday:

A Nurse Practitioner working on a holiday who does not take an additional day off will receive pay at Straight time for all hours worked on the holiday in addition to their monthly pay.

Professional Development:

Each Nurse Practitioner will receive a minimum of \$1500 per year prorated by appointment fraction for the purpose of professional development & continuing education (CE). 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.


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; 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 which are not possessed to the same degree by other employees in the same classification.

In the event an employee believes the placement on a tier and/or within a point range is not correct, the University of Michigan Health System 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 execution of this Agreement.

We agree to conduct a payroll audit for Tier 1 Nurse Practitioners within 90 days of ratification (Nov. 6, 2011). The results will be jointly reviewed and pay adjusted within the point ranges of Tier 1. The review of the Tier 1 salaries will be based on initial points from 2008 implementation. Salaries will be adjusted based on numerical values within the point range. After the new salaries are established, the salary program and the market adjustments will be applied.

Unless otherwise provided by this MOU, all other terms and conditions of the existing agreement will apply.


For the Regents of the
University of Michigan
Kathy Jordan-Sedgeman
Director, Human Resources

12-14-11
Date


For the Michigan
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Jessica Salazar

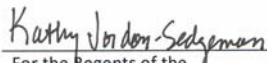
12-13-11
Date


For the University of Michigan
Professional
Nurse Council
Katie Oppenheim

12/13/11
Date

**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 .


For the Regents of the
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Director, Human Resources

12-14-11
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12-13-11
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For the University of Michigan
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12/13/11
Date

**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.

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**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 ($\frac{1}{2}$) 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. (See intent note for Paragraph 751 D.)

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 ROTATING SHIFTS

763. The parties agree that straight shifts are desirable. A joint subcommittee of JIT will be convened within 120 days of ratification (Nov. 6, 2011) to evaluate data and issues related to straight and rotating shifts; others will be invited to join the committee by mutual agreement.
764. The committee will develop and begin a pilot no later than 6 months after the initial subcommittee meeting. In this regard, the committee will evaluate the pilot, and if mutually found to be successful, will develop an implementation plan to extend the pilot to additional units. In addition, if found to be mutually successful, the committee will draft a system wide implementation plan and contract language requiring changes to be negotiated in the next contract negotiations.

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**MEMORANDUM OF UNDERSTANDING
HEALTH AND SAFETY**

765. The parties acknowledge that the Emergency Department is experiencing ongoing episodes of threatening and violent behavior on the part of patients and visitors and, as such requires an immediate and focused response. To that end, within 60 days from ratification (Nov. 6, 2011) of this contract, the Nursing Health and Safety Council will identify a multidisciplinary team to address the concerns related to threatening and violent behavior within the Emergency Department. An action plan will be developed and implemented, no less than 60 days from the creation of the multidisciplinary team, to address the concerns related to patient and visitor disruptive behavior in the Emergency Department.
766. The action plan will include but is not limited to the following:
- 1) Mechanism to inform patients, families, visitors and staff about expectations of behavior.
 - 2) Education of employees on current mechanisms for identifying potentially violent patients that transition throughout the health system.
 - 3) Mechanism for informing employees who may come into contact with disruptive patients and visitors as they transition through the Health System.
 - 4) The action plan should align with any University policies related to disruptive or violent behavior.
767. This action plan will be shared with the Nursing Health and Safety Council and may serve as a proto type in areas with an identified need.

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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 in the ACNRP and decentralized float areas will be paid a quarterly bonus consistent with Para. 185A. Nurses who accept Dual Unit Positions will be paid the \$8.00/hour float bonus if floating outside of their two assigned units. A dual unit position is one that requires the nurse to only float between two Units/Health Centers (see Para. 700). For all other purposes, the collective bargaining agreement will apply.

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ADDENDUM A
PER DIEM NURSE GUIDELINES

The intent of the contract language related to scheduling of Per Diem nurses is to ensure that regular employees receive priority in scheduling. In addition, there is an interest in having Per Diem 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 nurses

1. Each Per Diem 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 employees.*

Per Diem 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 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 nurses meet to discuss specific unit expectations.
4. Each Per Diem nurse will be scheduled to work the number of shifts during holiday weeks that reflects his/her normal scheduling pattern. Per Diem 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 nurses are to be scheduled after all regular staff are scheduled per contract language.

*Guidelines apply to all Per Diem 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 request period on the unit²⁰⁸.
- 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 nurse manager 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 facility²⁰⁹. (Disclosure of reason for absenteeism is required for accessing short-term disability (STD) and bridge bank reimbursement.

²⁰⁸ See Paragraph 333O

²⁰⁹ see Paragraphs 333T & 333U

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 short-term disability (STD) 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.
 - 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 manager 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 manager 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 manager 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 Employee Assistance Program, 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 manager 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 manager 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 manager 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 manager 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 manager 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 manager 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

Unscheduled Absence
Onestaff code w

An employee who needs additional time off of at least two (2) hours is responsible for obtaining a commitment from another employee in writing.

Employee needs that arise with less than 24 hours notice, for which the employee does not obtain their own coverage.

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 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
- Review standing overtime requests, if applicable
- Seek volunteers for overtime hours
- Mandate if necessary

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
- Overtime

Hours committed through this process DO:

- Count toward the unit overtime trigger
- Count toward the individual overtime limit
- Count toward the temporary hour limit

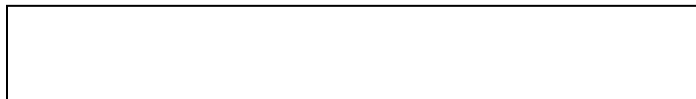
Hours committed through this process DO NOT:

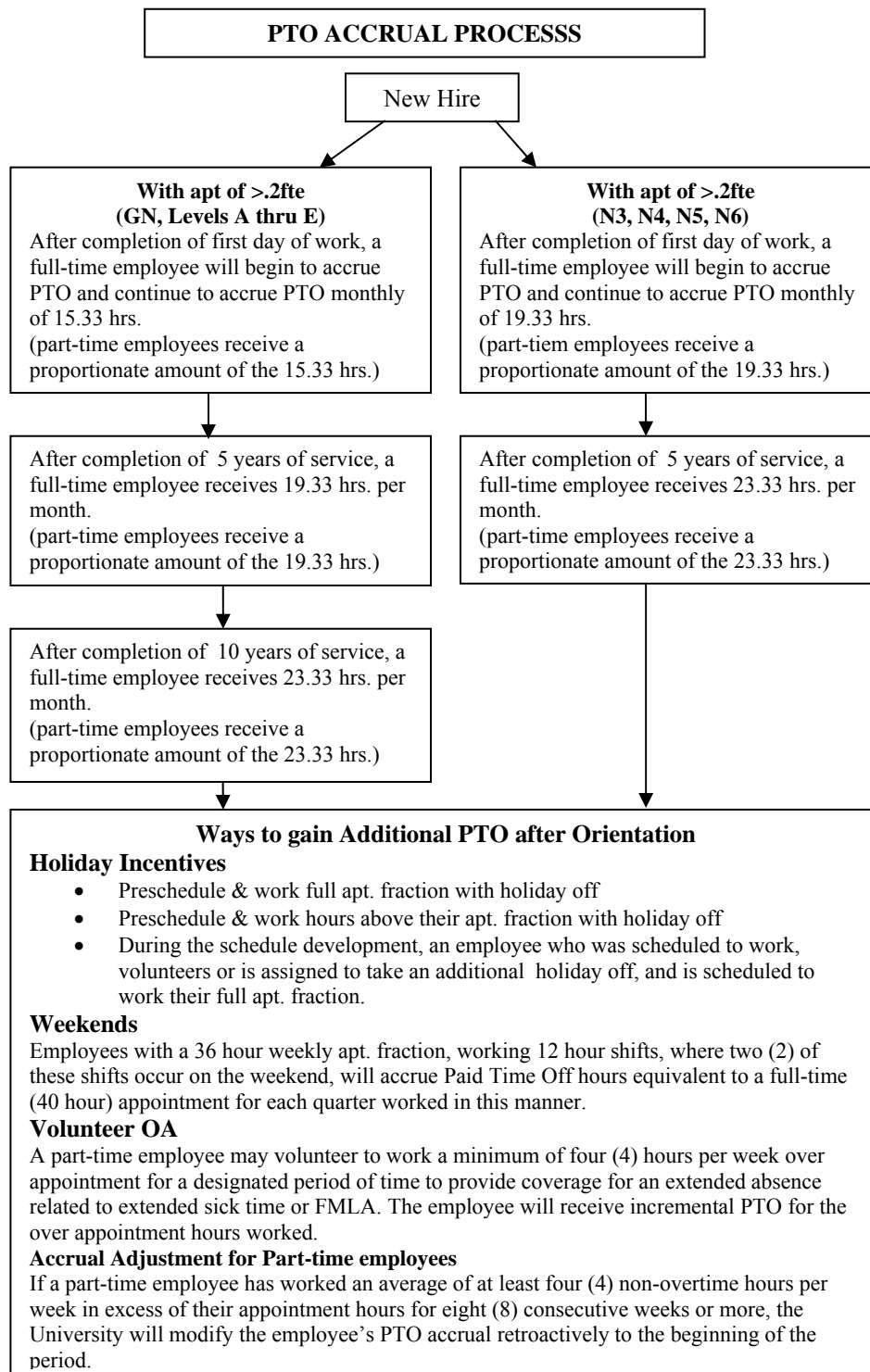
- Count toward the unit overtime trigger
- Count toward the individual overtime limit
- Count toward the temporary hour limit
- Count toward the annual PTO allocation process

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.





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.

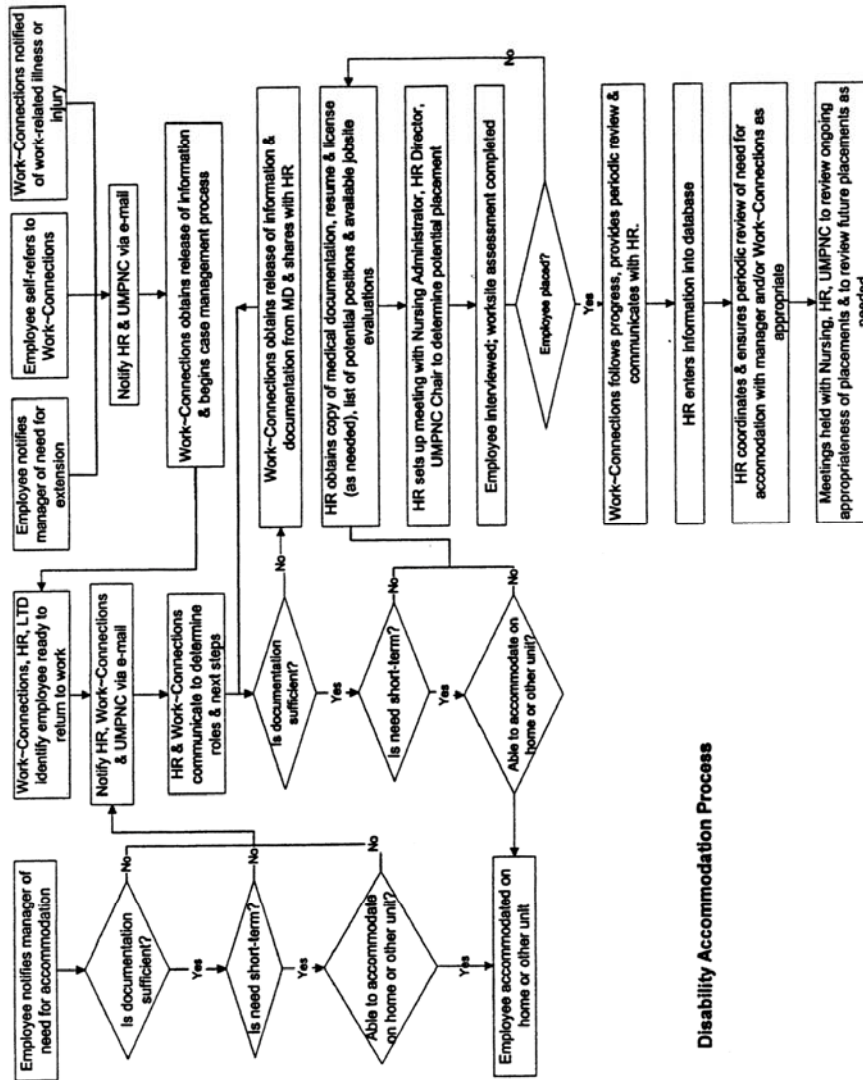
Definitions:

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.



ADDENDUM D
PROFESSIONAL DEVELOPMENT FRAMEWORK
AND ROLE SPECIFIC ADVANCEMENT MODEL

The Professional Development Framework was implemented effective July 2, 2006. The fundamental foundation of the Framework is that employees in the classification levels A-E, 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 H of this Addendum. Toward that end, reference to limitation of advancement within the Professional Development Framework based on budgetary consideration per paragraph 82 was eliminated effective July 2, 2006, for these classifications.

Effective with this Agreement, the Role Specific Advancement Model piloted in 2007 is implemented. This advancement model applies to employees in the roles of Flight Nurse Specialist, Practice Management Coordinator, Educational Nurse Coordinator and Clinical Care Coordinator.

The Framework Steering Committee will become the Framework/RSAM Steering Committee and an RSAM representative will be added.

SECTION A. TRANSITION TO PROFESSIONAL DEVELOPMENT FRAMEWORK JULY 2006

Effective July 2, 2006 transition to framework occurred as follows:

- 1) Employees in the classification of Graduate Nurse and Clinical Nurse I with less than eighteen (18) months RN experience transitioned to level A.
- 2) Employees in the classification of Clinical Nurse I with at least 18 months or more RN experience transitioned to level B.
- 3) Employees in the classification of Clinical Nurse II transitioned to level C.
- 4) Employees in the classification of Clinical Nurse III transitioned to level D.
- 5) There will be no educational degree requirement at any level from A to E beyond nursing licensure.
- 6) Level E was not populated at the time of transition.
- 7) Level F (master's prepared nurse at the bedside) is to be developed.

SECTION A - 1. PROFESSIONAL DEVELOPMENT FRAMEWORK AS OF JULY 1, 2008

- 1) Employees with less than 12 months experience will be hired at level A.
- 2) Employees with at least 12 months experience will be hired at level C
- 3) Level B is eliminated and employees formerly at this level will be moved to level C.
- 4) Employees in level A will move to level C on their one-year anniversary.

SECTION B. ADVANCEMENT WITHIN THE PROFESSIONAL
DEVELOPMENT FRAMEWORK AND RSAM

- 1) All employees at level C or higher, with at least six months of service, will have the option to apply immediately for advancement to a higher level. . The following jointly developed principles apply:
- 2) Advancement to Framework levels D and E and RSAM levels Expert and 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 at any level from A to E beyond nursing licensure.
- 8) Advancement will be made on meeting a preponderance of all behaviors in total. However, the employee must meet a preponderance of behaviors in the Clinical Skills and Knowledge Domain.
- 9) 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
- 10) The Manager Voice Tool for Ambulatory Care employees will be completed by the Nurse Manager

SECTION C. 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 nurse manager 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 the Framework.
- 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 D. TRANSFERS ACROSS UNITS

- 1) Employees transferring to like areas of current or past practice will retain their current level within the Framework Model and will be required to demonstrate behaviors to retain the level within twelve months of transfer
- 2) Employees in the Professional Development Framework transferring to an unlike area of current or past practice will be placed as follows:
 - a) Level C to level C,
 - b) Levels D and E to level C.
 - c) Level evaluation will be completed by the employee and the nurse manager six (6) months after successful completion of orientation.
 - d) Evaluation for a higher level will not be completed until the employee has successfully completed the orientation or internship.
- 3) Designated like areas of current or past practice will be jointly determined by the Association and the University prior to implementation of the Framework.

Areas agreed as “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 of the three following characteristics, are considered to be “like” units:

- Developmental level of patients (adult, pediatric, neonate/infant)
- Level of care (ICU, General Care, Ambulatory Care)
- 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.

- 4) Employees at level A, who transfer during the one-year period following date of hire, per Paragraph 282, will remain at level A on the new unit for an additional twelve months.
- 5) Employees transferring into an internship program will be designated as interns. In this situation, compensation will be as follows:
 - a) Employees at level A and C will have a 5% wage reduction;
 - b) Employees at level D or greater will be placed at level C compensation 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 E. NEW HIRES AND TRANSFERS INTO BARGAINING
UNIT POSITIONS WITHIN THE PROFESSIONAL DEVELOPMENT
FRAMEWORK AND ROLE SPECIFIC ADVANCEMENT MODEL

- 1) New hires on or after July 1, 2008 with 0 TO 11 months nursing experience will be placed at level A. Employees with at least 12 months RN experience will be placed at level C and the appropriate step.

- 2) Advanced Practice Nurses transferring into Framework or RSAM roles will be placed as follows: (See section D above)

Like area of practice will be placed as follows:

- Framework level E
- RSAM level Expert

Unlike area of practice will be placed as follows:

- Framework level D
- RSAM level Competent

- 3) Employees transferring from the Role Specific Advancement Model to the Professional Development Framework will be placed as follows: (See section D above)

Like area of practice will be placed as follows:

- Competent to level D
- Expert and Mastery to level E

Unlike area of practice will be placed as follows:

- All RSAM levels transfer to level C

Employees may apply for advancement to another level six months following transfer.

- 4) Employees transferring from the Framework to the Role Specific Advancement Model will be placed as follows:

Like area of practice

- Levels C and D to Competent level
- Level E to Expert level

Unlike area of practice

All Framework levels will be placed at Competent level. They may apply for advancement after six months in new role

- 5) Employees transferring between RSAM classifications will be placed as follows:
 - Like areas will remain at same level
 - Unlike areas to Competent level

The parties will meet to define like and unlike areas of practice and to develop a process for transfer between different RSAM roles.

SECTION F. 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 G. 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, nurse 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.
- 5) Any new program established during negotiations will be initiated within nine months of ratification (Nov. 6, 2011).

SECTION H. 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)

INTENT NOTE
ARTICLE 1: RECOGNITION AND DEFINITIONS

- 9/10. 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.
- 9A. 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.
10. The parties will evaluate the definition of a temporary employee as defined in Paragraph 10 to bring the definition into harmony with the system as outlined in Article 20, Variable Activity, Paragraph 185.

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. 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 satisfaction data will be shared within ten days of receipt by the nurse 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.

- 28A. Advance Practice Nurses (APN) will be evaluated by another APN whenever possible. In addition, APN's will be evaluated using tools designed specifically for the applicable APN role. If a tool is not currently available, the APN's will be involved in the development of an evaluation tool for their roles.
- 28D. An employee signature on a performance evaluation does not confirm agreement with the evaluation.

INTENT NOTE

ARTICLE 9: ASSOCIATION ORIENTATION

70. We agree that transfers into the Bargaining Unit will be scheduled for Association orientation. We will work with Educational Services for Nursing to schedule time and site, and with managers to schedule the employee so that overtime will not be incurred.

We agree that Association orientation is paid time for the orientees and that the Chair or Designee will try to conduct orientation on non-paid time. If that is not feasible, the University will try to provide thirty (30) minutes of paid release time. We also agree that the University will not attend the portion of orientation related to membership or dues.

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.

88. The staffing factor will be adjusted to be consistent with units' activities in the areas of road trips, transfers, admissions, discharges and variations in patient acuity.

Student nurses will not count in core staffing or be used as substitutes for assistive personnel.

Adequate resources will be provided to meet workload, including allowances for expected time off.

Develop support for managers to plan when and how much time off can be tolerated and maintained.

Any patient classification system used by the University is not the sole criteria for determining adequate staffing.

A quarterly review by JIT will occur concerning budgeted versus actual occupancy, variance and HPPD data.

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 Per Diem employees will match the contractual definition of a weekend. Any Per Diem will be required to work some weekends and off shifts, and shifts during holiday weeks. The workload review committee will review equitability²¹⁰.

Schedule requests for unit employees will be honored first and then Per Diem staff will be scheduled.

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.
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.

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.

- 100B. Weekend shifts worked as a result of a holiday, which falls on the weekend will count toward the weekend premium (see Paragraph 100.3).

Weekend shifts that are assigned off due to a holiday, which falls on the weekend, will count toward the weekend bonus.

²¹⁰ See Addendum A: Per Diem Guidelines

124. Forty percent (40%) is a minimum, not a maximum. The intent is to attract employees to straight off shifts by use of the bonus in order to increase the number of straight day shifts.
- The six (6) month waiting period for shift preference does not apply to employees who transfer as a result of reduction-in-force.
131. The six (6) month waiting period for shift preference does not apply to employees who transfer as a result of reduction-in-force.
- 131A. "Able to do the work" in Step 2 means:
- a) not already working that shift
 - b) the affected shift will have an acceptable mix of staff, e.g., not all new graduates.
- If option d) in Step 2 were used, this would not be considered a violation of Paragraph 92 of the Agreement.
- 132A. 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.

INTENT NOTE
ARTICLE 14: WORKLOAD REVIEW

134. It is intended that each committee will meet monthly or more often (at their discretion) when required/desired. 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.
138. Each January, all committee members will be oriented to the committee charge. The committee charge will be defined, and reviewed annually by the Nursing Executive Council with Association Representatives from all representation areas. Educational Services for Nursing will develop a program to address educational needs as outlined in paragraph 138. The program will respond to individual needs and incorporate training in interest based problem solving.

INTENT NOTE
ARTICLE 15: OVERTIME

Article 15: This section does not apply to APRN's. See related MOU's.

147. The requirement for seven (7) hours between the end of one shift and the beginning of the next shift does not preclude the employee working pursuant to call from reporting to their next scheduled shift²¹¹.
- 148.1 Employees fulfilling work obligations in lieu of lunch shall be paid overtime accordingly.
157. A temporary or Per Diem employee may replace a regular employee who is working overtime/over appointment hours with the exception of prescheduled over appointment hours.
158. Guidelines for Recording Systems for applicable areas related to Overtime, Assigned Time Off, On-Call and Float:
- Eligible overtime and over appointment will be recorded for purposes of determining payment of premiums, 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 limit (hours that qualify for the over-limit premium) will not be recorded in the equity log.
 - Eligible overtime/over appointment hours worked and all other hours qualifying for the over-limit 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.
 - Details regarding the format, definition of occurrence, method for "zeroing" the logs, etc., will be determined by each unit's Workload Review Committee.
163. The University agrees to provide each Workload Review Committee and the Association with a report every four (4) weeks including, but not limited to, all hours worked by employees on the unit, all hours worked by temporary or Per Diem staff, all overtime hours, all mandatory overtime hours, all over appointment hours, all mandatory over appointment hours, all unanticipated over appointment hours, and calculations of the review triggers described in Paragraph 163A. The calculation of overtime and over appointment hours in the Outpatient and Health Center areas will be done on individual clinic/area basis.

²¹¹ See paragraph 175D

- 163A. Non-productive Level D and E and RSAM time will not be included in the overtime trigger formula. If a unit has not submitted overtime data by the time the trigger meeting is held, the information will be provided to the association within one (1) week of the date of the meeting.
- 163A2. The Association Chairperson will meet with the Director of Patient Care Services for the Ambulatory Care Clinics to review this trigger on a regular basis.
- 163A3. Overtime and over appointment hours worked as noted below will not count toward a unit's overtime trigger:
- 1) For units without holiday obligation, hours that occur as a result of paid, unworked holiday time;
 - 2) Hours worked as a result of an employee request for time off related to incremental PTO access language²¹².
 - 3) Hours worked as a result of coverage for an employee on short-term disability or a FMLA related absence for which the \$8.00/hour premium is paid²¹³;
 - 4) Prescheduled over appointment hours, including over appointment hours during a holiday week²¹⁴.

When a unit is holding a position for an employee who is on short-term disability/FMLA, those hours, which are covered by supplemental staff, Per Diem and CSR/ACNRP temporary staff, will be included in the calculation of total productive hours.

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 8A and 5C infusion areas, Vascular Access Services and CSR employees assigned to 24/7 clusters.

Women's Hospital Birthing Center, Emergency Department, ECMO

Due to the on-call requirements related to unscheduled patient care, the Emergency Department, Women's Hospital 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;

²¹² see Paragraph 333P.1

²¹³ see Paragraph 185P

²¹⁴ Including holiday weeks; see Paragraph 355

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:

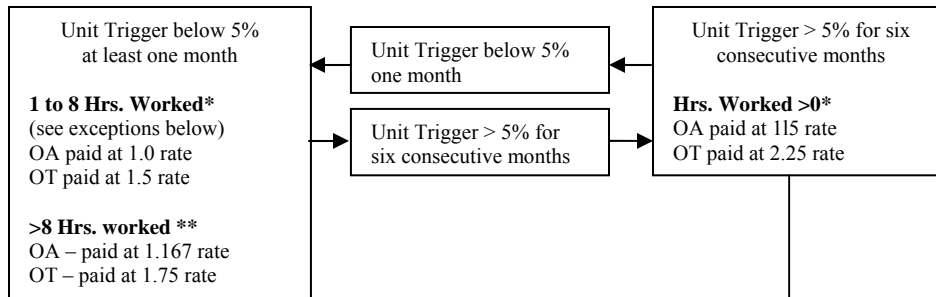
Taubman Center clinics, Comprehensive Cancer Center clinics, Pediatric Surgery and Pediatric Cardiology clinics, Pain Clinic, Occupational Health Service, University Health Service, MOHS Clinic, Cancer Answer Line, Radiation Oncology, and on-site and off-site health centers and clinics."

Home-Med and Practice 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 WBC, 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)
- 163K. Alternate schedule changes within the pay period or workweek may be made with manager approval. Weekly/bi-weekly timesheets must accurately reflect the hours worked.

OA/OT FLOWCHART Non-Ambulatory Care Units

**Individual Limit 8 hrs.
OA/OT per scheduling period**



*

The higher OA/OT rates (1.67, 1.75, 1.5 and 2.25) can only be paid on Productive time (patient care).

The higher OA/OT rates will not be paid on productive incidental OA/OT less than 1 hour and will not be credited toward the 8 hour individual limit.

The higher OA/OT rates will not be paid on productive OA/OT as a result of an employee picking up a shift for another employee to use incremental PTO and will also not be credited toward the 8 hour individual limit.

The higher OA rates will be paid on prescheduled productive OA but will not be credited toward the individual 8 hour limit.

The higher OA/OT rates will not be paid to employees who have the holiday off and who request to work their full apt. during the holiday week.

The higher OA/OT rates will not be paid on prescheduled productive OA for EST/FMLA coverage and will not be credited toward the individual 8 hr. limit.

**

The higher OA rates (1.167, 1.75, 1.5 and 2.25) can only be paid on Productive time (patient care)

The higher OA/OT rates will not be paid on productive OA/OT as a result of an employee picking up a shift for another employee to use incremental PTO.

The higher OA rates will be paid on prescheduled productive OA.

The higher OA/OT rates will not be paid on prescheduled productive OA for EST/FMLA coverage.

The higher OA/OT rates will not be paid to employees who have the holiday off and who request to work their full apt. during the holiday week.

The higher OA/OT rates will not be paid on productive incidental OA/OT less than 1 hour.

INTENT NOTE
ARTICLE 15-a: ASSIGNED TIME OFF

- 164C. An employee who is assigned off will not be required to be on call or return to work during that employee's shift.
- 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 Pay²¹⁵.
171. The parties agree that on-call pay is received even though the on-call period is contiguous with the employee's regular shift.
- 171D. 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)
172. The first "practicable" means:
- a) The ability to do the work and clinical needs of the unit; or,
 - b) In large units or units where employees are having difficulty scheduling themselves, it is more practicable to have the manager assign equitably and allow employees to make switches later.
- The second "practicable" means:
- a) Refers to the proration causing scheduling "nightmares", where it would disadvantage full or part time employees. We agree we need objective

²¹⁵ See Intent Note 163B Unit Categories

- criteria to assess this; or,
b) Refers to the ability to do the work and to the clinical needs of the unit and is not related to budget.

- 175A. 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.
- 175B. We agree that employees will not normally be required to work beyond the specified on-call time frame. We agree that this may occur 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.
- We agree the time should be short in duration.
- We also agree that 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. 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.

- 180A. CSR/ACNRP regular employees in need of placement will have priority over an inpatient employee seeking additional skills in the Ambulatory Care Clinics.
- 180C. In the Operating Rooms, cases occurring after hours (on-call) will be conducted in the location best suited to the patient's needs. This will not be considered a float occurrence.
- In the operating rooms, float bonus, when applicable, will be paid through the conclusion of the case.
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.
- 185H-1. 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. . Implementation affects and begins with the 2013 Health Care premium year.
- 185K. CSR and ACNRP regular float employees will have assignment priority over temporary or Per Diem employees in the Ambulatory Care Clinics 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. "Not normally" means when no other options are available, or where the employee worked previously.
- 185N. The option for a seasonal assignment is not intended to be a 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 20-A: PER DIEM EMPLOYEE

- 185R.3 It is understood that there is no lapse in University employment between changes from Regular to Per Diem status and then Per Diem to Regular status. If there is a break in University employment at any time, the employee is then subject to Article 22: Reinstatement, Credit For Prior Service and Bridging Eligible Service and all its provisions.

INTENT NOTE

ARTICLE 21: SENIORITY DEFINITIONS AND LOSS OF SENIORITY

187. We agree that "seniority" does not include temporary employment.
212. We agree that time worked in the Per Diem status, even upon reinstatement, will not count toward credit for eligibility for retirement.

INTENT NOTE

ARTICLE 25: PROBATIONARY EMPLOYEES

232. Employees may provide input concerning a peer's knowledge and skill level. The manager assumes sole responsibility for hiring, evaluation and promotion

and for the completion of written documentation associated with these activities.

INTENT NOTE
ARTICLE 26: REDUCTION OF THE WORKING FORCE & RECALL
PROCEDURES

Article 26: Refer to NP MOU.

247. We agree that "priority consideration" means consideration including an interview.
248. "As soon as practicable" means as soon as possible once the information is available. The intent is to give enough time prior to the reduction-in-force to call a meeting to look at solutions/alternatives.
251. 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.
253. "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.

Clinical areas will be defined jointly and reviewed at the time of a reduction in force to confirm consistency with the agreed upon rationale.

The two-week period for placement is the two full posting periods following notification of reduction in force.

- 253A. 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.

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 employee²¹⁶.

259. An Association representative will participate in the initial notification meeting with the employee unless the timing is such that the representative cannot attend.

Whenever possible, formal notification of a reduction-in-force will be done as early in the employee's shift as possible. 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 nurse manager.

When necessary to facilitate the interview process, interviews will be scheduled for the employee through the Employment Office.

260. "Whenever practicable" refers to the number of employees reduced-in-force, the number of open positions, and the time frame for placement.
- 260A. We agree that 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.
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 NP MOU.

269. We agree that in transfer/promotion, the Employment Office 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.

²¹⁶ Paragraph 264

275. The orientation framework for a unit will be provided to the employee who is transferring, including but not limited to:
- 1) Program structure and defined timeframe;
 - 2) Clinical competencies;
 - 3) Available resources;
 - 4) Feedback process including employee evaluation;
 - 5) Name and title of the designated resource person.
- Orientation participants will be given the opportunity to formally evaluate the program.
- 275A. Provisional selection status is intended to provide an opportunity for the employee and the manager to explore the "fit" of the new position.
278. It is agreed that positions posted for less than 20 hours will be considered to be combined on a case-by-case basis in conjunction with the position that the employee proposes as a match.
- 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.
- Opportunities to allow employees to transfer to desirable areas with a split appointment will be supported whenever possible.
- 278A. "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.
- 282.6.a Prior to the one (1) year period following the employee's promotion, transfer or date of hire, the current manager will determine whether or not the employee may be considered for transfer. If the current manager agrees to allow a transfer, the usual transfer language applies.
283. 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.
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;
- 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.

286. If the time frames for a dispute are not met, the dispute may be moved to the next step, including mediation where appropriate.

288. 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. (see paragraph 288)

If competent performance is not demonstrated within the agreed upon timeframe, either through a regular transfer or promotion or failure to complete an internship or retraining program, the employee may be placed in a vacancy, if any, where the employee has previously demonstrated competent performance prior to any other employee or applicant.

INTENT NOTE

ARTICLE 28: WORK REDESIGN

Article 28: Refer to NP MOU related to paragraph 303.

297. Money designated for training required for work redesign will be a part of work redesign plans.

INTENT NOTE

ARTICLE 29: PAID TIME OFF

Article 29: See NP MOU 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 (70%) of their year's accrual rate, as scheduled time off.

328. 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.
- 333H. PTO requests from employees who are in split management/bargained-for positions will not be part of the unit PTO process.
- 333J. Seven consecutive days means any seven-day period and will not be limited to a Sunday through Saturday definition of a week.
- 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

336. 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 short-term disability. Employees hired in February 1996 or earlier, renew their STD in February 2008 and every 5 years after. Those employees hired after February 1996 are as stated in paragraph 336.
337. Once an employee is eligible for access to his/her extended sick time income as provided in Paragraph 337, eligibility will continue for all other absences related to the same illness or injury.
339. 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.

We agree that periodic re-evaluation may be requested to extend the need for accommodation.

- 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 NP MOU related to scheduling time off and work.

348. Thanksgiving Day and the day after Thanksgiving will be requested and scheduled as one holiday.
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.

351B. To meet unit needs, employees may be scheduled to work an extra shift during Thanksgiving week.

In the event that staffing needs require an employee to work a holiday that had previously been granted off, the manager will select the least senior employee who has not been granted a vacation over the holiday period in question.

352C. This does apply to employees who alternate the number of shifts each week (i.e., two shifts one week and three shifts the next week.)

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.

355. Paragraph 355 applies only when prescheduled.

Over appointment hours prescheduled during a holiday week do not count in the calculation of additional PTO²¹⁷.

Cancellation of over appointment and overtime and assigned time off during holiday weeks, other than on the day of the holiday should follow the process as outlined in Paragraph 157 and Article 15, Assigned Time Off.

²¹⁷ see paragraph 333V

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 as described in this intent note, the full appointment fraction must be worked in order for the holiday incentive to apply.

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.

This language does not apply to Ambulatory Care Units.

- 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 (Ctrl click to open)

INTENT NOTE
ARTICLE 38: LEAVES OF ABSENCE

- 410D. Employees will provide as much advance notice as possible of an extended time off work for purposes of staffing and scheduling.
- 411A. Under the provisions of the Family Medical Leave Act (FMLA), the twelve (12) month period during which employees are entitled to continuing benefits will be calculated from the first day of paid or unpaid absence related to the qualifying event including the first date of an intermittent leave.
412. We agree that, when taken intermittently or on a reduced effort schedule, the twelve (12) weeks of personal medical or family medical leave available annually will be pro-rated based on the actual numbers of hours absent on leave per week. Examples: a full-time employee who is taking personal medical leave or family medical leave intermittently at twenty (20) hours per week, will be eligible for a maximum of twenty-four (24) weeks of such leave in a twelve (12) month period; or a part-time employee who normally works thirty (30) hours per week, but is taking ten (10) hours of leave under a reduced effort schedule, will be eligible for a maximum of thirty-six (36) weeks of such leave in a twelve (12) month period. An employee working a reduced effort schedule while on a personal medical or family medical leave of absence, will retain the same health benefits held prior to taking the leave.

Also, accrued PTO time need not be exhausted prior to taking an intermittent personal medical or family medical or reduced effort leave of absence.

416. Under the provisions of the Family Medical Leave Act (FMLA), the twelve (12) month period during which employees are entitled to continuing benefits will be calculated from the first day of paid or unpaid absence related to the qualifying event including the first date of an intermittent leave.
- 416A. Under the provisions of the Family Medical Leave Act (FMLA), the twelve (12) month period during which employees are entitled to continuing benefits will be calculated from the first day of paid or unpaid absence related to the qualifying event including the first date of an intermittent leave.

We agree that, when taken intermittently or on a reduced effort schedule, the twelve (12) weeks of personal medical or family medical leave available annually will be pro-rated based on the actual numbers of hours absent on leave per week. Examples: a full-time employee who is taking personal medical leave or family medical leave intermittently at twenty (20) hours per week, will be eligible for a maximum of twenty-four (24) weeks of such leave in a twelve (12) month period; or a part-time employee who normally works thirty (30) hours per week, but is taking ten (10) hours of leave under a reduced effort schedule, will be eligible for a maximum of thirty-six (36) weeks of such leave in a twelve (12) month period. An employee working a reduced effort schedule while on a personal medical or family medical leave of absence, will retain the same health benefits held prior to taking the leave.

Also, accrued PTO time need not be exhausted prior to taking an intermittent personal medical or family medical or reduced effort 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 joint education on the use of the flexible spending account each year during open enrollment.
- 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)

The Salary Bands for 2012 are:

Salary Bands	One Employee	Adult Dependent	Children
Band 1: \$40,000 and below (1st quartile)	93%	66%	75%
Band 2: \$40,001 - \$54,500 (2nd quartile)	Between 90-93%	Between 57-66%	Between 70-75%
Band 3: \$54,01 and above (3rd & 4th quartile)	90%	57%	70%

The bands are based on quartiles, so the breakpoints from one band to the next will automatically adjust each year as salaries change.

458. No employee will be permitted to decrease their appointment fraction below fifty per cent 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.

INTENT NOTE
ARTICLE 40: COMMITTEES

464. The University and the Association agree to develop a system to monitor committees in order to avoid duplication of work effort and to evaluate effectiveness.

INTENT NOTE
ARTICLE 42: TUITION SUPPORT PROGRAM

477. A compelling case would need to be made for an employee to be permitted to take courses for more than three terms in a given year.

For non-University of Michigan courses, the \$1,006.00 per term maximum is effective through July 31, 2005. Thereafter the maximum will be adjusted each year by a percentage equal to the average percentage increase in resident undergraduate tuition at the University of Michigan Ann Arbor campus for that academic year.

INTENT NOTE
ARTICLE 44: OCCUPATIONAL HEALTH & SAFETY

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

INTENT NOTE
ARTICLE 45: DISCIPLINE

499. We agree that whenever practicable an Association Representative will be present, when an employee receives notice of a disciplinary layoff or discharge.
- 501A. We agree that in transfer/promotion, the Employment Office 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.

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.

559. We agree the mediator is non-jurisdictional and advisory only. We also agree that a mediator may not be used as a witness for either party in arbitration.

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 48: CONFERENCES

583. "As soon as practicable" means schedules of participants, or needing additional information.

INTENT NOTE

ARTICLE 49: PROFESSIONAL ACTIVITIES AND EDUCATION

590. A system to track the annual use of education funds by unit will be developed.

INTENT NOTE

ARTICLE 50: RELEASE TIME FOR ASSOCIATION BUSINESS

593. Training and education funds will be available to facilitate placement.

INTENT NOTE

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

603. We agree that the second sentence refers to "every effort, major exceptions only" in reference to changing, reorganizing or altering work schedules of regular employees to accommodate temporary or Per Diem staff.

INTENT NOTE

ARTICLE 53: CHARGE NURSE GUIDELINES

- 605A. Intent is to allow flexibility in charge assignments to reflect patient acuity, census, and employee ability to perform charge duties.
- 605B. Charge Nurse educational sessions will be modeled after the Workload Review Committee education and will include Association participation to provide orientation to this Agreement.

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: RETIREMENT INCENTIVE

638. We agree that this process will take effect after the parties have met and agreed that significant layoffs may occur.

INTENT NOTE

MEMORANDUM OF UNDERSTANDING: MILEAGE REIMBURSEMENT

642. 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.

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 (i.e., 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.

INTENT NOTE

MEMORANDUM OF UNDERSTANDING: DUAL UNIT POSITIONS

700. It is not the intent to convert all of the positions on a unit into dual unit positions.

INTENT NOTE
MEMORANDUM OF UNDERSTANDING – NNP EDUCATIONAL PROGRAM

724. Coordination of funding received from this program and the University tuition support program is assumed.

GENERAL INTENT NOTES
COLLABORATIVE 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) Quarterly forums will be held, with agendas developed collaboratively.
- d) 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.
- e) We agree to bring forward and attempt to resolve problems and issues as they arise.
- f) We agree to evaluate this process one year from execution.

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.

A

Ability to perform work	59	246
Accrual - Paid time Off	73	327
Advance Practice Nurses – Recruitment Issues	181	MOU 722
Advanced Practice Educational Program	181	MOU 724
After hours O.R. cases	227	IN 180C
After Hours Schedule	178	MOU 713
Anniversary Dates	51	187A
Annual Evening Shift Bonus	22	115
Annual Military Leave	97	410
Annual Night Shift Bonus	22	111
Arbitration Procedure	135	575
Assigned Time Off	37	164A
Assistive Personnel		
Evaluation	5	22
Supervision of	5	20A
Association Dues & Representation Service Fees	10	47
Association Orientation	13, 219	65

B

Benefit Plans	108	440
Bonus		
Eligibility evening & nights	23	117
Float	44	179
Straight Evenings	22	114
Straight Nights	22	110
Weekend	20	100
Bulletin Boards	14	72

C

Calculation of Straight Day Shifts	159	App. E
Call Back Pay	43	176
Central Staffing Resource (CSR)	47	185
Areas not covered by	180	MOU 714
Certified Nurse Midwives	171	MOU 655
Charge Nurse Guidelines	143	605
Check-Off of Association Dues/Representation Svc Fee	12	57
Classification		
and Wages	15	79
Descriptions	15	80
Titles and Pay Grades	157	App. B
Clinical		
Authority	4	20
Mentors	189	MOU 743
Committees	26, 114	464
Components of Earnings and Paycheck Corrections	16	84

ALPHABETICAL INDEX (Abridged)	PAGE	#
Conferences	137	583
Consecutive Work Days - Premium.....	18	93
Contagious Diseases	167	MOU 639
Coverage Options for Extended Absences.....	49	185P
Credit for Prior Service	54	215A

D

Day Shift Formula	23	124
Day Shift Staffing Formula.....	161	App. E
Deduction.....	12	60
Definitions		
Ability to Perform Work.....	59	246
Calendar Week	31	142
Competent Performance	65	274A
Day	31	141
Demotion	64	273
Desired Qualifications	65	274B
Dispute	129	530
Employee.....	1	5
Full-Time.....	1	7
Hospital based	123	490
Part-Time	1	8
Regular Employee.....	2	9
Student Status	2	11
Temporary Status.....	2	10
Evening Shift.....	22	112
Individual overtime limit.....	35	163C
Lateral Transfer	64	272
Layoff.....	58	243
Mandatory Reduction of Hours	58	244
Night Shift	22	108
Normal Orientation.....	65	275
Overtime (See Overtime Systems)	31	140
Promotion	64	271
Provisional Selection	65	275A
Reduction-In-Force.....	58	243
Registered Nurse	2	12
Regular Job Opening	64	270
Required Qualifications	64	274
Role Specific Activity	2	12A
Seniority	51	187
loss of	51	188
Straight Evening Shift	22	112
Straight Night Shift.....	22	108
Substantial Difference	68	284
Transfer	64	269
Unit.....	2, 58	14
Week.....	31	142
Weekend.....	21	101
Weekend Shift Worked	21	101
Delegation.....	5	20A

ALPHABETICAL INDEX (Abridged)	PAGE	#
Demotions.....	69	292
Dental Assistance.....	113	461
Description of Bargaining Unit.....	1	3
Disability		
Accommodations.....	85	343
Accommodation Guidelines	209	Addendum C
Discipline.....	124	497
Discrimination	10	44
Dispute Chair.....	187	MOU 740
Dual Appointments.....	168	MOU 640
Dual Unit Positions	174	MOU 700

E

Educational		
Educational Funds	139	590A
Educational Program -- Advanced Practice	181	MOU 724
Emergency Closure and Emergency Operations Reduction.....	115	469
Employee Assistance	86	344
Evaluations		
By Nursing	5	21
Performance.....	8	28
Evening Shift		
Premium	39	165
Quarterly Bonus.....	22	114
Excess Seven Days	18	93
Extended Sick Time.....	83	336

F

Float		
Voluntary.....	44	179
Work Reassignment.....	45	183
FMLA	98, 238	410A
Four Week Blocks.....	20	100
Framework.....	212	Addendum D
Funeral Leave Pay (Bereavement).....	96	403

G

General Conditions	30	138
Graduate Nurse	170, 177	MOU 652 & 710
Group Life Insurance	110	444

H

Health Care Costs		
Joint Resolution.....	186	MOU 732
Health Insurance	108	441
Holidays.....	88	347

I

Inclement Weather (See Emergency Closure)	115	469
Information Lists.....	55	216
Internship or Training Position	62	262

J

Jury & Witness Service.....	96	405
-----------------------------	----	-----

L

Leaves of Absence	97	410ff
Association Business	103	417
Child Care.....	102	416
Disability	99	413
Educational.....	104	421
Family Medical.....	102	416A
FMLA.....	98, 102	410A, 411A, 416
General Conditions.....	105	428
Government Service	103	418
Medical	98	411
Military.....	100	415
Personal	99	414
Return from	104	423
Seasonal.....	107	438
Long Term Disability.....	111	450

M

Management Rights	3	15
Managers Performing Bargaining Unit Work	197	MOU 735
Mediation System	133	558
Mileage Reimbursement	168	MOU 642
MNA Political Action Committee – Payroll deduction.....	189	MOU 744

N

Night Shift		
Definition	18	94
Premium	39	167
Straight	22	108
No Interference & No-Lock Out Guarantee.....	9	35
Non-day shifts.....	18	92
Non-Direct Patient Care Activities	25	132A.1
Non-Discrimination	10	44
Non-Nursing Tasks	7	26
Normal Orientation	65	275

ALPHABETICAL INDEX (Abridged)	PAGE	#
Notification to Association-Discipline	124	501
Nurse Practitioner memo of understanding.....	190	745
Nurse Practitioner Starting Salary Methodology	70	295

O

Occupational Health & Safety	241	IN486
On-Call		
Pay	41	171
Systems.....	40	170A
Systems on 24/7 Units	40	170D
Unscheduled Patient Care Areas.....	40	170B
Orientation	13	65
Overtime	31	140
Eligibility.....	31	143
Incentives.....	35	163E
Maximum hours/24 hour period	32	152
Logs (Recording Systems).....	33	158
Premium	31	143
Pyramiding	32	151
Scheduling.....	34	163
Systems.....	35	163B
24/7 Units	35	163C
Definitions.....	35	163C
Unit Categories.....	223	IN163B
Exceptions to Individual Limit, Overtime Bonus, Over-Limit Premium.....	35	163E
Individual Limit, Over-Limit Premium.....	35	163D

P

Paid Time Off		
Accrual for Part-Time Employees	82	333S
Donation.....	184	MOU 728
Guidelines.....	202	Addendum B
Incremental.....	79	333P.1
Interim.....	78	333O
Problem solving meetings.....	79	333P.2
Program	73	325
Records.....	16	87
Scheduling During Holiday Weeks	77	333H
Call Back	43	176
On-Call	41	171
Reporting.....	38	164I
Paycheck Corrections.....	16	85
Peer Review	8	28E
PerDiem	201	Addendum A
Performance Expectations.....	3	17
Performance Planning and Evaluation	8	28
Personnel Files.....	56	230
Policies and Procedures	6	25
Posting & Bidding Procedure	65	276
Premium		

ALPHABETICAL INDEX (Abridged)	PAGE	#
Evening Shift	39	165
Excess Seven Days	18	93
Night Shift	39	167
Overtime	31	143
Rotating Shifts	20	98
Weekend	20	100
Priority Consideration	59, 230	247
Probationary Employees	56	232
Professional Activities	7, 138	26
Professional Activities and Education	138	587
Professional Development Framework	212	Addendum D
Professional Nursing	3	17
Promotion	64, 231	269
Provisional Selection	65	275A

Q

Quarterly Bonus	22	110
-----------------	----	-----

R

Rates of Pay on Transfer	70	294
Recall rights	62	264
Recognition and Definitions	1	2
Recording Systems (Overtime Logs)	33	158
Reduction -In-Force & Recall Procedures	58	243
Registered Nurse	2	12
Regular Job Opening	64	270
Reinstatement, Credit for Prior Service & Bridging Eligible Service Periods	52	199
Release Time for Association Business	140	593
Relevant Labor Markets	175	MOU 702
Reporting Pay	38	1641
Representation Districts by Service or Area	34	631A
Required Qualifications	64	274
Resolution & Mediation Procedure	129	530
Rest Periods	19	96
Retirement Incentive	167	MOU 638
Retirement Plan	112	458
Role Specific Activity	2	12A
Role Specific Advancement Model (RSAM)	212	Addendum D
Rotating Shifts	20	98

S

Safety Committee	119	485
Seasonal Appointments	49	185N
Seniority Definitions & Loss of Seniority	51	186
Sequence for Development of Unit Schedule	93	367A
Service Fee	10	48
Challenged	11	53
Deduction	12	57

<u>ALPHABETICAL INDEX (Abridged)</u>	<u>PAGE</u>	<u>#</u>
Severability	143	606
Shift Assignments for Professional Development Framework.....	22	107
Shift Preference		
Changes	24	126
six month waiting period	24	131
Shift Premium	39, 20, 39	165
Shift Reassignment	24	131A
Shift Rotation.....	18	92
Extended Sick Time	83, 235	336
Sleep Time	43	175D
Staffing & Scheduling		
Day Shift Formula	23, 161	124
Guidelines.....	19	95
Non-day shifts	18	92
Review.....	33	155
Sequence for Development of Unit Schedule	17, 93	91
Standards & Measurement Tool.....	15	82
Starting Rate for New Employees & Transfers	170	MOU 652
Step-Pay		
CRNA (N-6)	155	App. A-1
N1 - N5	157	App. B
Step Placement Upon Hire	170	MOU 652
Step Placement Upon Transfer.....	70	294
Straight Evening Shift.....	22	112
Straight Night Shift	22	108
Subcontracting, Temporary and/or "Agency Nurses"	142	601

T

Temporary Employees	47, 227	185
Temporary Nurse Guidelines	202	Addendum B
Term of Agreement.....	145	608
Termination.....	11	49
Transfers, Promotions, Demotions & Laterals.....	64	269
Travel Accident Insurance	111	445
Trigger Report (See also Overtime Systems).....	34	163A
Tuition Loan	172	MOU 671
Tuition Support Program	116, 164	474

U

Unit		
Categories.....	223	IN 163B
Reconfiguration	172	MOU 675

V

Vacation & Holiday Request Times.....	160	App. D
Variable Activity.....	44, 227	178
Voluntary Float Bonus.....	44	179

ALPHABETICAL INDEX (Abridged)	PAGE	#
Voluntary Schedule		
Excess Seven Days	18	93
Overtime	32	152
Rotating Shift	20	98
Weekend	20	100

W

Wage Schedule		
CRNA (N-6)	154	App. A-1
Graduate Nurse XE "Graduate Nurse", Levels A-E, Role Specific, N-4 & N5	146	App. A
Waiver	144	607
Week	31	142
Weekend	21	101
Premium	20	100
Work PTO	21	100A
Scheduling Blocks	172	MOU 656
Work Redesign	71	296
Work Schedule		
Four Week Blocks	21	106
Notification	21	104
Weekends	20	100
Workforce Transition	173	MOU 697
Workload Review	26	133
Workload Staffing Issues – Patients with High BMI	188	MOU 742
Workplace Safety and Leadership Education	188	MOU 741
Work-Related Injuries and Accommodation of Restrictions	182	MOU 726