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700387

AGREEMENT

between

**THE REGENTS OF THE UNIVERSITY
OF MICHIGAN**



and

THE MICHIGAN NURSES ASSOCIATION

and

**THE UNIVERSITY OF MICHIGAN
PROFESSIONAL NURSE COUNCIL**

2/26/02

1,000 Nurses



Executed April 11, 2001

Expires June 30, 2004

UMPNC Office: 663-5657

175 pages

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The Regents of the University of Michigan hereinafter called the "University" or "employer", and the Michigan Nurses Association and its University of Michigan Professional Nurse Council, hereinafter called "Association", enter into the following Agreement, this 11th day of April 2001 and agree as follows:

ARTICLE I
RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF UNIT

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 unit:

All full-time and regular part-time registered professional nurses employed by the University of Michigan at all facilities, including Staff Nurses, Nurse Clinicians I and II, Health Nurses, Coordinator Nursing Education, Clinical Specialist, Nurse Anesthetists, and Assistant Head Nurses (non-supervisory); but excluding nursing supervisors, Assistant Head Nurses (supervisory), Head Nurses, all other supervisors, instructional staff, and all other employees.

Also included are graduates of a registered nursing program pending licensure by the State of Michigan as a registered nurse.

See Appendix B for current classification titles.

SECTION B. DEFINITIONS

1) 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 In addition, it shall mean an individual with a temporary permit issued by the Michigan Board of Licensing and employed by the University in a classification set forth in SECTION A pending Michigan Registration. While in such an employment status, the employee shall always be in a probationary status.

7 2) 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 3) 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 4) The term "regular employee" shall mean an individual whose employment is reasonably expected to continue indefinitely and who is not employed in a temporary or student status. (See Intent Note for Paragraph 9)

10 5) "Temporary status" is employment which is (1) irregular, sporadic, or casual, or (2) limited in duration and established for (a) a specific project, (b) relief for regular employee absences, or (c) augmenting regular employees occasioned by resignations, dismissals, short term staffing requirements, or other conditions that may create a short term staffing need. (See Intent Note for Paragraph 10)

11 6) "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 7) "Registered" shall mean licensed to practice nursing in the State of Michigan.

12A 8) "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 1) "Unit" means a functional area of patient care or service administered separately for purposes of, but not limited to, scheduling, educational funds, holidays, vacation and Reduction-in-Force) except for the OR, in which Cores A & B will be considered one unit, and Core C will be considered a separate unit. However, this definition is not applicable to Section A of this Article (Description of Unit). (See Intent Note for Paragraph 14)

ARTICLE II 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 III 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 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.

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. (See Intent Note for Paragraph 18)

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.

A. CLINICAL AUTHORITY

20 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. 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. For any given patient assignment the registered nurse supervises and determines the appropriate utilization of any unlicensed assistive personnel 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 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. (See Intent Note for Paragraph 20A)

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 Nurse.

22 Employees are responsible for coordinating the work and teaching, and contributing to the evaluation of clinical nursing skills of designated nursing personnel. In addition, coordination of services is an integral part of nursing care and employees have the responsibility to facilitate and collaborate in providing this care. There will be adequate Registered Nurse staff to provide training to assistive personnel to support completion of the competency assessment. Registered Nurse input will be included in the annual competency assessment and performance evaluation of assistive personnel. (See Intent Notes for Paragraph 22)

22A To this end, utilizing the principles of interest based problem solving, concerns regarding 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. 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.

H. 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.

C. POLICIES AND PROCEDURES

25 Policies and procedures affecting nursing care will, whenever possible, be developed with input from employees in the classification of personnel involved in, or 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 participation by employees in regard to program planning, program development, and the impact of budget changes on patient care will promote such high quality care. To this end, committees which address Professional Nursing will include employees from appropriate classifications, as determined by the University. The University will seek recommendations from the Association for committee members. These employees will suffer no loss of pay as a result of such participation. (See Intent Note for Paragraph 25)

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 may be proper subject of Article XLVI and XLVII, the Dispute Resolution, Mediation and Arbitration Procedures. Any other questions arising under this Article may be referred to Conferences under Article XLVIII, but are not subject to the Dispute Resolution, Mediation and Arbitration Procedures.

ARTICLE IV
PERFORMANCE PLANNING AND EVALUATION

28 A performance evaluation program will be continued at the option of the University. 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 (See Intent Note for Paragraph 28A)

28B A yearly performance plan will be prepared. At the option of the supervisor the plan will be prepared either by the employee and a

supervisor or by all employees within each classification in the unit and a supervisor. The manager and employees will jointly identify professional activities, goals and the means to achieve them.

28C Each employee will be provided with the appropriate performance plan prior to the evaluation period and be made aware of the evaluation process and their part in the process.

28D Performance evaluations will be made by measurements only within each classification and only within each unit, based upon performance standards established for each unit. Examples of employee strengths and weaknesses as well as a plan for performance improvement will be included in each written evaluation. These examples, either written or verbal, will be related with sufficient detail so that the employee can respond. (See Intent Note for Paragraph 28D)

28E Only employees educated in peer review will be allowed to participate in peer review processes.

33 The Association will be provided with the evaluation tool for each unit, for each classification and the performance standards established for each unit. (See Paragraph 662C)

34 The Association will also receive any revisions to the evaluation tool or the standards. (See Paragraph 662C)

ARTICLE V
NO-INTERFERENCE AND NO-LOCK OUT GUARANTEE

SECTION A. NO-INTERFERENCE

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-LOCK OUT GUARANTEE

43 The University shall not conduct a lock-out of employees during the term of this Agreement.

ARTICLE VI 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, creed, color, national origin, sex, sexual orientation, marital status, or age, 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 VII
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 1) 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 2) 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, 1980, 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 VIII 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.

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 IX
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 1) A Voluntary Authorization for Deduction of Association Dues or Service Fee form.
- 67 2) An Association Application for Membership form.
- 68 3) A cover letter of instructions.
- 69 4) 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 Medical Campus Human Resources Department will be present for and participate in the contract orientation portion of this orientation. (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 X
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 1) Association meetings;
- 75 2) Association elections and appointments;
- 76 3) Results of Association elections;
- 77 4) 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 Medical Campus 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 XI
CLASSIFICATION AND WAGES

SECTION A. WAGE SCHEDULE

79 Wages shall be paid in accordance with the wage schedules as set forth in Appendix A.

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 sets 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. These procedures and requirements will be consistent throughout the University, in accordance with the Standards and Measurement Tool.

83 In the event that significant changes in a classification description or placement standards, if any, are considered, a joint conference shall be held according to Article XLVIII, (Conferences). In addition, a joint conference shall be held according to Article XLVIII, (Conferences), if any deletions of

classification(s) are being considered and/or any new classification(s) and/or classification description(s) are being considered.

SECTION C. SALARY STATUS

83A Employees other than those assigned to a classification in pay grade N-1 or N-2, shall be considered exempt employees. In this regard, employees assigned to a classification in the N-3 pay grade shall receive overtime payments as provided in Article XV in the same manner as employees in the N-1 and N-2 pay grades.

ARTICLE XII
COMPONENTS OF EARNINGS & PAYCHECK CORRECTIONS

A. COMPONENTS

84 At the request of an employee, the employee's supervisor or designate will provide the employee with the following components of the employee's earnings for a given pay period in writing:

- 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 1) Each employee's supervisor or designate will provide, at the request of the employee, the procedure to be utilized to resolve any error in the employee's paycheck.

86 2) If there is a pay shortage in an employee's check, the correct payment shall be made by the University in the following manner:

- 3) For a pay correction of eight (8) or more hours the employee's options are: To receive the pay correction via an imprest check or at the next weekly check distribution ("A" payroll) or on the next regular pay date.
- 4) For a pay correction of less than eight (8) hours, the employee's options are: To receive the pay correction via a payroll voucher or at the next weekly check distribution ("A" payroll) or on the next regular pay date.

C. PAID TIME OFF (PTO) RECORDS

87 Where applicable, employees will receive their Paid Time Off accrual records each month. An employee may request from their supervisor or other designated University representative, their Paid Time Off accrual rate, usage during the month, balance and maximum accrual (See Paragraph 333, see Intent Note for Paragraph 87).

ARTICLE XIII
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. The actual staffing levels

or the inclusion of other management tools are not subject to the Arbitration procedure. The budgeted staffing will include an allowance for paid time off. The Directors of Nursing will seek input from the Association Chairperson or designate during the system evaluation and selection process. (See Intent Notes for Paragraph 88; see Paragraph 715)

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 XIV, "Workload Review".

90 The parties further agree that scheduling employees to cover a twenty-four (24) hour/seven (7) day a week hospital operation is complex and thus requires the cooperation of all employees and supervisors in approaching this task. (See Intent Note for Paragraph 90)

91 Sequence for development of unit schedule: (See Intent Notes for Paragraphs 91, 185, 185B; see Addendum A, Temporary Nurse Scheduling Guidelines)

- 1) Unit employees scheduled to meet appointment fraction.
- 2) Schedule dual unit employees.
- 3) Honor standing requests from part-time employees requesting to work over appointment. (See Paragraphs 163E.3, 163F.3, 163M.3, 163Q.5, 163U.1)
- 4) Regular float employee, as available, to consistently replace an employee on anticipated absence.
- 5) Regular available float employee.

- 6) Unit part-time employees requesting additional non-overtime hours for the current schedule (See Paragraphs 163E.3, 163I.3, 163M.3, 163Q.5, 163U.1)
- 7) Unit based temporary employees.

SHIFT ROTATION

- 92 The University shall endeavor to schedule employees in pay grades N-1 and N-2 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 pay grades N-1 and N-2 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 pay grades N-3 and 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 pay grades N-1 and N-2, prorated for appointment fraction.

SCHEDULING OF CONSECUTIVE CALENDAR DAYS

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

NIGHT SHIFT

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

STAFFING AND SCHEDULING GUIDELINES

- 95 In this connection the University will provide the Association with a copy of Staffing and Scheduling guidelines developed for each Director of Nursing's 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.

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.

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 & SHIFT PREMIUM

- 98 1) Schedule employees on a rotating shift assignment to work no more than two (2) shifts of eight (8) or more hours with only one change in one scheduled calendar week. As such, if an employee is scheduled to work in excess of this principle, that employee will receive a premium of seventy five cents (\$.75) per hour for all hours worked in that calendar week. This premium applies only to those employees scheduled

to work more than two shifts with one change in one calendar week and does not apply to employees who express a preference for such schedules. Starting times which do not vary from earliest to latest by more than three (3) hours shall not be considered a different shift.

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

WEEKEND ASSIGNMENT AND BONUS

100 1) 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, unless individual employees express a preference for weekend work schedules. (See Intent Notes for Paragraph 100)

2) 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.

3) If an employee is scheduled to work in excess of the principle regarding weekend work, that employee will receive a premium of two dollars (\$2.00) per hour beginning with the first hour of the third weekend out of four (4) if on a four (4) week schedule that the employee is scheduled to work. This premium applies only to those employees scheduled to and working more than two (2) out of four (4) weekends and does not apply to employees who express a preference for more frequent weekend work schedules.

4) An employee who volunteers or who is assigned and works a fifth (5th) and/or sixth (6th) weekend shift within the eight (8) weekend shifts in a four (4) week scheduling system, will be paid an hourly bonus of three dollars (\$3.00) for all hours worked on the fifth (5th) and/or sixth (6th) weekend shift.

5) An employee who is assigned and works a seventh (7th) and/or eighth (8th) weekend shift in the same four (4) week scheduling block will be paid an hourly bonus of five dollars (\$5.00) for all hours worked on the weekend shifts starting with the fifth (5th) weekend shift.

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

101 For purposes of this Article, the definition of a weekend, shall be the forty-eight (48) hour period between 11:30 p.m. Friday and 11:00 p.m. Sunday. A weekend worked or 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

or not receiving forty-eight (48) consecutive hours off.

GENERAL SCHEDULING PROVISIONS

102 The University shall endeavor to schedule employees to work hours consistent with their appointment hours as provided in Article XV, Overtime.

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 XV, (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 Weekends. (See Paragraph 656)

SECTION B. SHIFT ASSIGNMENTS FOR CLINICAL NURSE I & CLINICAL NURSE II:

107 Employees in the Clinical Nurse I and Clinical Nurse II classifications will be assigned to straight shifts in accordance with the following procedures:

1) 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 XVI, 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.

2) 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 XVI, 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.

3) 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, Subsections 1, 2 and 3 of this Article.

5) Initial Assignment to Rotating shifts

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

6) Straight Day Shifts

- 124 No less than forty percent (40%) of the hours on the day shift on each unit shall be designated as straight day shifts. (See Appendix E for calculation of straight day shifts). 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 how many Clinical Nurse I's and Clinical Nurse II's are necessary on each shift. (See Intent Note for Paragraph 124)
- 125 Employees in the N-3 pay grade may request and be assigned straight shift positions. These straight shifts shall be in addition to hours calculated in Paragraph 124. Such employees will be eligible for any straight shift bonuses as described in Section B, 1, 2 and 3 of this Article.
- 7) 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 effective. (See Intent Note for Paragraph 131)

Shift Reassignment

131A When work hours need to be reallocated, employees and managers will meet to jointly identify and construct new individual schedules, then these schedules will be selected using the following process. (See Intent Note for Paragraph 131A)

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.

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 UMPNC, the Director of Nursing, and the Manager of Medical Campus 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 staff 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. (See Paragraph 17; see Intent Note for Paragraph 132A)

132A.1 When implementing new initiatives involving non-direct patient care activities, planning will include compensated time necessary to carry out the initiatives. (See Paragraph 17)

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 pay. (See Paragraph 17)

SECTION D. N-3 ROLE SPECIFIC ACTIVITY

132B Employees in the N-3 pay grade will make arrangements for role specific activities with their manager. The allocation of time will be mutually agreed to and based upon each individual's performance plan.

132C The agreed upon division of time will be reviewed annually at the time the performance plan is created and at the request of either party with the understanding that short term fluctuations may be negotiated.

132D It is understood that the needs of the unit may necessitate re-scheduling an employee in the N-3 pay grade to perform direct patient care on a day that was originally set aside for the performance of role specific 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 XIV
WORKLOAD REVIEW

133 When a problem of excessive workload arises, it must be addressed to ensure the long term viability of the unit, including quality of patient care and employee satisfaction. (See Intent Note for Paragraph 18)

134 In this connection, and at the discretion of the Association, unit workload review committees will be established on each unit. The 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. 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 (2) years. To this end new members shall be identified by December 31, each year with appointments beginning on February 1. Each committee will meet monthly, or more often at their discretion, to address workload concerns and formulate plans of action. A special conference will be held to determine "unit" in Ambulatory Care. Each committee shall elect a chairperson other than the nurse manager. (See Paragraph 132.A.2; See Intent Note for Paragraph 134)

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. This information may include, 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. At least monthly, the following will be provided for analysis: Workload, Acuity and Activity trends; Anticipated and Unanticipated absences; Occupancy; use of supplemental

resources; any submitted practice documents; position control and the unit budget.

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. 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 Every two years, or when a significant change occurs, a joint team on each unit will analyze the required work of CNII's and make recommendations to the manager. CNI and CNII roles will be based on performance expectations.

137 Actions agreed upon which are under the control of the supervisor will be implemented by the supervisor. 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 designate). 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. If the Director of Nursing 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. If the Director of Nursing and the unit workload review committee are unable to reach agreement, the Director of Nursing will determine the actions to be taken and begin implementation of these actions within one (1) week. When the Director of

Nursing 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. 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.

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. (See Intent Note for Paragraph 138)

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 2nd step of the dispute resolution procedure. Any unresolved questions following the second step of the dispute resolution procedure may be appealed to the Hospitals Executive Director who shall conduct a hearing and issue a decision within two (2) calendar weeks of any such appeal. However, no questions arising from this Article may be reviewed through Arbitration.

ARTICLE XV
OVERTIME

SECTION A. DEFINITIONS

- 140 For the purposes of the Article and the computation of overtime premium, the following definitions shall apply:
- 141 1) "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.
- 142 2) "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 Pay grade N-1, N-2 or N-3, 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 1) In excess of eighty (80) hours in a two (2) calendar week work schedule or in excess of eight (8) hours in a day; or
- 145 2) In excess of forty (40) hours in a one (1) calendar week work schedule or in excess of an employee's regular daily schedule of work of not less than eight (8) hours in a day; or
- 146 3) In excess of one hundred twenty (120) hours in a three (3) calendar week work schedule or in excess of twelve (12) hours in a day. As of April 12, 1992, this paragraph applies only to pay grades N-3 and above.
- 147 To accommodate an employee's schedule request, the overtime premium in Paragraph 143 will be waived provided there are seven (7) hours between the end of one shift and the beginning of the next shift. In no case shall an employee delivering direct patient care be

permitted to return to work following an overtime shift with less than seven (7) hours off between shifts except as noted in Paragraph 175D. (See Intent Notes for Paragraph 147 and Article XIII, 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 performed. (See Intent Note for Paragraph 148.1)
- 2) Time off for which pay is received pursuant to Article XXIX, Paid Time Off, Article XXX, Short Term Disability, Article XXXV, Funeral Leave Pay/Bereavement, Article XXXII, Holidays, and time off work pursuant to Article XXXVI, Jury and Witness Service will be counted.

- 149 In addition, excused paid time during an assigned schedule of work pursuant to Article XL, (Committees), Article XLVI, (Dispute Resolution Procedure and Mediation Procedure), Article XLVII (Arbitration Procedure), Article XLVIII, (Conferences), Article XLIX, (Professional Activities and Education), Article L, (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, NP-4 and N-6 are not entitled to the overtime premium but will receive compensation, in addition to their monthly salary, at each employee's rate of pay per hour and shift premium, if applicable, for paid time in excess of the hours set forth above and calculated as provided above. (See Paragraph 655)

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, 163L.1, 163P.1 or 163T) 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 unit-based temporary employees:
- 154 Sequence for filling open shifts after the schedule is posted (See Intent Note for Paragraph 185):
- 1) Employees needing hours to meet their appointment fraction.
 - 2) Regular float employees.
 - 3) Temporary employees working straight time.
 - 4) Regular employees requesting overtime or overappointment hours.
- 155 Volunteers for overtime/over appointment hours will have priority over assigned overtime. When a decision must be made between two or more employees, tie-breakers will be the fewest number of overtime/over appointment hours worked in the scheduling period, and then by the date of the last occurrence, and then by seniority, highest to lowest. (See Paragraph 158)

- 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 limit. (See the applicable Overtime System Paragraphs 163D.1, 163H.1, 163L.1, 163P.1 or 163T)
- 157 If overtime/over appointment hours are no longer needed, the hours will be cancelled in the following sequence: (See Intent Notes for Paragraphs 157 and 185)
- 1) An employee on overtime/over appointment who is volunteering to be cancelled 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 cancelled. In case of a tie, the overtime/over appointment hours of the least senior employee will be cancelled;
 - 4) Prescheduled over appointment hours will be the last to be cancelled.

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 manner that honors the principles of equity and seniority consistent with the applicable Overtime System. Workload Review Committees will determine specific application of the recording systems. (See Intent Note Paragraph 158; Paragraphs 163C - 163X Overtime Systems, Paragraph 180D, Voluntary Float)

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.

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 procedures: (See Intent Note for Paragraph 163)

Overtime Trigger

163A 1) When the sum of all overtime and unanticipated over appointment hours worked exceeds five percent (5%) of all hours worked on a unit in four (4) week schedule, the Workload Review Committees will review the situation and make recommendations. These recommendations will be included at joint monthly meetings. (See Intent Notes for Paragraph 163A)

2) When the sum of all hours worked by temporary staff, all over appointment hours, and all overtime hours worked on a unit exceeds ten percent (10%) of all hours

worked for a period of three (3) consecutive scheduling periods, in the absence of return to work obligations, the Workload Review Committee will meet with the Director of Nursing and the Chairperson of the Association or designee to determine next steps or options (See Intent Note for Paragraph 163A.2)

3) 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 cluster targeted for that unit.

Overtime Systems

163B Overtime systems designed to encourage volunteerism and to provide an individual limit for overtime/over appointment hours are individualized based upon differences in patient care delivery systems in the following unit categories: (See Intent Note for Paragraph 163B)

1) 24/7 Units: those units providing patient care on a twenty-four (24) hour/seven (7) day a week basis with the exception of Women's Hospital Birthing Center, ECMO and the Emergency Department;

2) Women's Hospital Birthing Center (WHBC) and ECMO;

3) Emergency Department (ED);

4) Procedure Areas: Operating Rooms, Post Anesthesia Recovery/Care Units, Medical Procedures Unit, Hemodialysis, Cardiac Cath Lab, Radiology, Cancer Center B1 and B2 Procedure Areas, Cancer Center Infusion Area, Photopheresis, Apheresis Transfusion Service and EP Lab; and,

5) Ambulatory Care Clinics, HomeMed, and Practice Management Services.

SECTION A. OVERTIME SYSTEM FOR 24/7 UNITS

Definitions:

- 163C
- 1) 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.
 - 2) Overtime Bonus: A bonus paid on overtime/over appointment hours based upon the overtime trigger on the unit. The overtime bonus is not applicable for hours eligible for the over-limit premium.
 - 3) Over-limit Premium: A monetary incentive for employees who volunteer to work beyond their individual limit on their home unit. (See Intent Note for Paragraph 163C)

24/7 Unit: Individual Limit, Overtime Bonus and Over-Limit Premium

- 163D
- 1) 24/7 Unit Individual Limit: No employee will be required to work more than sixteen (16) overtime/over appointment hours in a four-week scheduling period on their home unit. (See Individual Limit and Premium exceptions, Paragraph 163E, see Additional Management Actions, Paragraph 163F).
 - 2) 24/7 Unit Overtime Bonus: A bonus of five dollars (\$5.00) per hour will be paid on eligible overtime/over appointment hours. This bonus shall be paid in the following manner:
 - a) In calculating hours to determine when the five dollar (\$5.00) bonus is payable, the bonus shall be paid in the same manner as Paragraphs 148 and 149 of this Article.
 - b) The overtime bonus is not payable on those hours which are eligible for the over-limit premium.
 - c) The five dollar (\$5.00) bonus applies only when the employee works one (1) or more hours, per occurrence, not cumulative. In the event that an

employee works one (1) or more hours, the five dollar (\$5.00) bonus will be paid on the entire period, including the first hour of overtime/over appointment.

- d) All hours worked pursuant to being on-call, with the exception of those hours eligible for the over-limit premium, shall be paid the five dollar (\$5.00) bonus, except when the employee is voluntarily on-call and returns to work their regularly scheduled hours. The one hour trigger does not apply.
 - e) In the event that the sum of all overtime and unanticipated over-appointment hours worked exceeds five percent (5%) of all hours worked on a unit in a four (4) week scheduling period, the five dollar (\$5.00) per hour bonus, referenced above shall be increased to ten dollars (\$10.00) per hour on that unit for all subsequent four (4) week schedules until the sum is equal to or less than five percent (5%).
3. 24/7 Unit Over-Limit Premium: An over-limit premium will be paid on overtime and over appointment hours exceeding the individual limit on the home unit as follows:
- a) For overtime hours (those paid at time and one-half the hourly rate), the over-limit premium will be:
 - (1) For employees on units below the five per cent (5%) overtime trigger: double time (2 times hourly rate); OR
 - (2) For employees on units above the five per cent (5%) trigger: double time (2 times hourly rate) OR time and one-half plus one (1) hour of PTO for each hour worked, at the employee's option.

b) For over appointment hours that do not qualify for time and one-half, the over-limit premium will be:

- (1) For employees on units below the five per cent (5%) overtime trigger: double time (2x hourly rate), OR
- (2) For employees on units above the five per cent (5%) overtime trigger: double time (2x hourly rate) OR straight time plus one (1) hour of PTO for each hour, at the employee's option.

24/7 Unit: Exceptions to Individual Limit, Overtime Bonus and Over-Limit Premium

- 163E
- 1) Overtime/over appointment hours resulting from employee-initiated schedule changes, including "double-backs" will not be credited toward the individual limit, the over-limit premium or the overtime bonus; (See Paragraph 147)
 - 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 not be eligible for the over-limit premium or the overtime bonus, and will not be credited toward the individual limit. (See Paragraph 91)
 - 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 the holiday week will not have those hours credited toward the individual limit or the over-limit premium.
 - 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 over-limit premium.

- 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 over-limit premium.

24/7 Unit: Additional Overtime Management Actions Effective January 2, 2002:

- 163F
- 1) On units below the five per cent (5%) overtime trigger for six (6) of seven (7) scheduling periods the individual limit will decrease to twelve (12) hours and the limit will apply as provided in paragraphs 163D and 163E of this Article.
 - 2) If the unit then remains below the five per cent (5%) overtime trigger for three (3) of the next four (4) scheduling periods:
 - a) The over-limit premium will be eliminated, and
 - b) The individual limit will remain at twelve (12) hours.
 - 3) If the unit overtime trigger exceeds five per cent (5%) for three (3) consecutive scheduling periods a Workload Review Committee meeting will be held including the area Director and the Association Chairperson or designee. Reasons for the overtime will be examined and mutually agreeable solutions will be adopted.
 - 4) In no event will the overtime trigger exceed five per cent (5%) for six (6) consecutive scheduling periods.

SECTION B. OVERTIME SYSTEM FOR WHBC & ECMO

Definitions:

- 163G
- 1) 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.
 - 2) Overtime Bonus: A bonus paid on overtime/over appointment hours based upon the overtime trigger on the unit. The overtime bonus is not applicable for hours eligible for the over-limit premium.
 - 3) Over-limit Premium: A monetary incentive for employees who volunteer to work beyond their individual limit on their home unit. (See Intent Note for Paragraph 163C)

WHBC & ECMO: Individual Limit, Overtime Bonus and Over-Limit Premium

- 163H
- 1) WHBC & ECMO Individual Limit: No employee will be required to work more than sixteen (16) overtime/over appointment hours of which no more than eight (8) shall be on-call hours in a four-week scheduling period on their home unit. (See Individual Limit & Premium Exceptions, Paragraph 163I; Additional Management Actions, Paragraph 163J)
 - 2) WHBC & ECMO Overtime Bonus: A bonus of five dollars (\$5.00) per hour will be paid on eligible overtime/over appointment hours. This bonus shall be paid in the following manner:
 - a) In calculating hours to determine when the five dollar (\$5.00) bonus is payable, the bonus shall be paid in the same manner as Paragraphs 148 and 149 of this Article.
 - b) The overtime bonus is not payable on those hours which are eligible for the over-limit premium.
 - c) The five dollar (\$5.00) bonus applies only when the employee works one (1)

or more hours, per occurrence, not cumulative. In the event that an employee works one (1) or more hours, the five dollar (\$5.00) bonus will be paid on the entire period, including the first hour of overtime/over appointment.

- d) All hours worked pursuant to being on-call, with the exception of those hours eligible for the over-limit premium, shall be paid the five dollar (\$5.00) bonus, except when the employee is voluntarily on-call and returns to work their regularly scheduled hours. The one hour trigger does not apply.
 - e) In the event that the sum of all overtime and unanticipated over-appointment hours worked exceeds five percent (5%) of all hours worked on a unit in a four (4) week scheduling period, the five dollar (\$5.00) per hour bonus, referenced above shall be increased to ten dollars (\$10.00) per hour on that unit for all subsequent four (4) week schedules until the sum is equal to or less than five percent (5%).
- 3) WHBC & ECMO Over-Limit Premium: An over-limit premium will be paid on overtime and over appointment hours exceeding the individual limit on the home unit as follows: (See Paragraph 163I.6)
- a) For overtime hours (those paid at time and one-half the hourly rate), the over-limit premium will be:
 - (1) For employees on units below the five per cent (5%) overtime trigger: double time (2 times hourly rate); OR
 - (2) For employees on units above the five per cent (5%) trigger: double time (2 times hourly rate) OR time and one-half plus one (1) hour of PTO for each hour worked, at the employee's option.

b) For over appointment hours that do not qualify for time and one-half, the over-limit premium will be:

- (1) For employees on units below the five per cent (5%) overtime trigger: double time (2x hourly rate), OR
- (2) For employees on units above the five per cent (5%) overtime trigger: double time (2x hourly rate) OR straight time plus one (1) hour of PTO for each hour, at the employee's option.

WHBC & ECMO: Exceptions to Individual Limit, Overtime Bonus and Over-Limit Premium

- 163I
- 1) ~~Overtime/over appointment hours~~ resulting from employee-initiated schedule changes, including "double-backs" will not be credited toward the individual limit, the over-limit premium or the overtime bonus (See Paragraph 147);
 - 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 not be eligible for the over-limit premium or the overtime bonus, and will not be credited toward the individual limit.~~ (See Paragraph 91)
 - 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 the holiday week will not have those hours credited toward the individual limit or the over-limit premium.
 - 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 over-limit premium.

- 6) The on-call system will remain in effect. On-call hours will count toward the individual limit when the commitment is made. Only hours worked will apply toward eligibility for the over-limit premium.

WHBC & ECMO: Additional Overtime Management Actions Effective January 2, 2002:

- 163J
- 1) On units below the five per cent (5%) overtime trigger for six (6) of seven (7) scheduling periods the individual limit will decrease to twelve (12) hours of any combination of overtime/over appointment and on-call and will apply as provided in paragraphs 163H & 163I of this Article.
 - 2) If the unit then remains below the five per cent (5%) overtime trigger for three (3) of the next four (4) scheduling periods:
 - a) The over-limit premium will be eliminated, and
 - b) The individual limit will remain at twelve (12) hours;
 - 3) If the unit overtime trigger exceeds five per cent (5%) for three (3) consecutive scheduling periods a Workload Review Committee meeting will be held including the area Director and the Association Chairperson or designee. Reasons for the overtime will be examined and mutually agreeable solutions will be adopted.
 - 4) In no event will the overtime trigger exceed five per cent (5%) for six (6) consecutive scheduling periods.

SECTION C. EMERGENCY DEPARTMENT (ED) OVERTIME SYSTEM

Definitions:

- 163K 1) 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.
- 2) Overtime Bonus: A bonus paid on overtime/over appointment hours based upon the overtime trigger on the unit. The overtime bonus is not applicable for hours eligible for the over-limit premium.
- 3) Over-limit Premium: A monetary incentive for employees who volunteer to work beyond their individual limit on their home unit. (See Intent Note for Paragraph 163C)

Emergency Department: Individual Limit, Overtime Bonus and Over-Limit Premium

- 163L 1) ED Individual Limit: (See Individual Limit & Premium Exceptions, Paragraph 163M & Additional Management Actions Paragraph 163N)
- a) For a period of six (6) months beginning 6/10/01, no employee will be required to work more than twenty (20) overtime/overappointment hours of which no more than twelve (12) shall be on-call hours in a four-week scheduling period on their home unit;
- b) Effective 11/25/01, no employee will be required to work more than sixteen (16) overtime/over appointment hours of which no more than eight (8) shall be on-call hours within a four-week scheduling period on their home unit.
- 2) ED Overtime Bonus: A bonus of five dollars (\$5.00) per hour will be paid on eligible overtime/over appointment hours. This bonus shall be paid in the following manner:

- a) In calculating hours to determine when the five dollar (\$5.00) bonus is payable, the bonus shall be paid in the same manner as Paragraphs 148 and 149 of this Article.
- b) The overtime bonus is not payable on those hours which are eligible for the over-limit premium.
- c) The five dollar (\$5.00) bonus applies only when the employee works one (1) or more hours, per occurrence, not cumulative. In the event that an employee works one (1) or more hours, the five dollar (\$5.00) bonus will be paid on the entire period, including the first hour of overtime/over appointment.
- d) All hours worked pursuant to being on-call, with the exception of those hours eligible for the over-limit premium, shall be paid the five dollar (\$5.00) bonus, except when the employee is voluntarily on-call and returns to work their regularly scheduled hours. The one hour trigger does not apply.
- e) In the event that the sum of all overtime and unanticipated over-appointment hours worked exceeds five percent (5%) of all hours worked on a unit in a four (4) week scheduling period, the five dollar (\$5.00) per hour bonus, referenced above shall be increased to ten dollars (\$10.00) per hour on that unit for all subsequent four (4) week schedules until the sum is equal to or less than five percent (5%).
- 3) ED Over-Limit Premium: An over-limit premium will be paid on overtime and over appointment hours exceeding the individual limit on the home unit as follows: (See Paragraph 163M.6)

- a) For overtime hours (those paid at time and one-half the hourly rate), the over-limit premium will be:
 - (1) For employees on units below the five per cent (5%) overtime trigger: double time (2 times hourly rate); OR
- 2) For employees on units above the five per cent (5%) trigger: double time (2 times hourly rate) OR time and one-half plus one (1) hour of PTO for each hour worked, at the employee's option.
- b) For over appointment hours that do not qualify for time and one-half, the over-limit premium will be:
 - (1) For employees on units below the five per cent (5%) overtime trigger: double time (2x hourly rate), OR
 - (2) For employees on units above the five per cent (5%) overtime trigger: double time (2x hourly rate) OR straight time plus one (1) hour of PTO for each hour, at the employee's option.

Emergency Department: Exceptions to Individual Limit, Overtime Bonus and Over-Limit Premium

- 163M 1) ~~Overtime/over appointment hours resulting from employee-initiated schedule changes, including "double-backs" will not be credited toward the individual limit, the over-limit premium or the overtime bonus (See Paragraph 147);~~
- 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 not be eligible for the over-limit premium or the overtime bonus, and will not

be credited toward the individual limit. (See Paragraph 91)

- 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 the holiday week will not have those hours credited toward the individual limit or the over-limit premium.
- 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 over-limit premium.
- 6) The current system of prescheduling on-call may remain in effect. On-call hours count toward the individual limit. Those hours worked count toward the over-limit premium. (See paragraphs 170A & 170B)

Emergency Department Additional Overtime Management Actions Effective January 2, 2002:

- 163N 1) On units below the five per cent (5%) overtime trigger for six (6) of seven (7) scheduling periods the individual limit will decrease to twelve (12) hours of any combination of overtime/over appointment and on-call hours and will apply as provided in paragraphs 163L & 163M of this Article:
- 2) If the unit then remains below the five per cent (5%) overtime trigger for three (3) of the next four (4) scheduling periods:
 - a) The over-limit premium will be eliminated, and
 - b) The individual limit will remain at twelve (12 hours);
- 3) If the unit overtime trigger exceeds five per cent (5%) for three (3) consecutive scheduling periods a Workload Review Committee meeting will be held including

the area Director and the Association Chairperson or designee. Reasons for the overtime will be examined and mutually agreeable solutions will be adopted.

- 4) In no event will the overtime trigger exceed five per cent (5%) for six (6) consecutive scheduling periods.

SECTION D. OVERTIME SYSTEM FOR OPERATING ROOMS (OR) POST-ANESTHESIA CARE UNITS (PACU) & PROCEDURE AREAS

Definitions:

- 1630 1) 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.
- 2) Overtime Bonus: A bonus paid on overtime/over appointment hours based upon the overtime trigger on the unit. The overtime bonus is not applicable for hours eligible for the over-limit premium.
- 3) Over-limit Premium: A monetary incentive for employees who volunteer to work beyond their individual limit on their home unit. (See Intent Note for Paragraph 1630)

OR, PACU, & Procedure Area: Individual Limit, Overtime Bonus And Over-Limit Premium

- 163P 1) OR, PACU & Procedure Area Individual Limit: ~~No employee will be required to work more than a total of eight (8) overtime/over appointment hours in a four-week scheduling period on their home unit as follows:~~ (See Individual Limit Exceptions, Paragraph 1630, On-call Systems, Paragraphs 170A & 170B, Additional Management Actions, Paragraph 1638, and Intent Note for Paragraph 163P)
 - a) Hours worked at the end of a shift, or
 - b) Hours worked as a result of supplemental call, or

- c) Hours worked as a result of open, unfilled hours assigned after the schedule is posted.

- 2) OR, PACU & Procedure Area Overtime Bonus: A bonus of five dollars (\$5.00) per hour will be paid on eligible overtime/over appointment hours. This bonus shall be paid in the following manner:

- a) In calculating hours to determine when the five dollar (\$5.00) bonus is payable, the bonus shall be paid in the same manner as Paragraphs 148 and 149 of this Article.

- b) The overtime bonus is not payable on those hours which are eligible for the over-limit premium.

- c) ~~The five dollar (\$5.00) bonus applies only when the employee works one (1) or more hours, per occurrence, not cumulative. In the event that an employee works one (1) or more hours, the five dollar (\$5.00) bonus will be paid on the entire period, including the first hour of overtime/over appointment.~~

- d) All hours worked pursuant to being on-call, with the exception of those hours eligible for the over-limit premium, shall be paid the five dollar (\$5.00) bonus, ~~except when the employee is voluntarily on-call and returns to work their regularly scheduled hours. The one hour trigger does not apply.~~

- e) In the event that the sum of all overtime and unanticipated over-appointment hours worked exceeds five percent (5%) of all hours worked on a unit in a four (4) week scheduling period, the five dollar (\$5.00) per hour bonus, referenced above shall be increased to ten dollars (\$10.00) per hour on that unit for all subsequent four (4) week schedules until the sum

is equal to or less than five percent (5%).

- 3) OR, PACU & Procedure Area Over-Limit Premium: An over-limit premium will be paid on overtime and over appointment hours exceeding the individual limit on the home unit as follows: (See Paragraph 163Q.3)
- a) For overtime hours (those paid at time and one-half the hourly rate), the over-limit premium will be:

(1) For employees on units below the five per cent (5%) overtime trigger: double time (2 times hourly rate); OR

(2) For employees on units above the five per cent (5%) trigger: double time (2 times hourly rate) OR time and one-half plus one (1) hour of PTO for each hour worked, at the employee's option.

- b) For over appointment hours that do not qualify for time and one-half, the over-limit premium will be:

(1) For employees on units below the five per cent (5%) overtime trigger: double time (2x hourly rate), OR

(2) For employees on units above the five per cent (5%) overtime trigger: double time (2x hourly rate) OR straight time plus one (1) hour of PTO for each hour, at the employee's option.

OR, PACU & Procedure Area: Exceptions to Individual Limit, Overtime Bonus and Over-Limit Premium

- 163Q 1) Overtime/over appointment hours resulting from employee-initiated schedule changes, including "double-backs" will not be credited toward the individual limit, the over-limit premium or the overtime bonus (See Paragraph 147);

- 2) Daily overtime that does not increase the appointment fraction does not count toward the limit, but does count as an occurrence.

- 3) On-call and overtime/ over appointment hours worked as a result of traditional holiday, weekend and off shift on-call systems are not eligible for the over limit premium and will not be credited toward the individual limit.

- 4) 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 over-limit premium.

- 5) Over appointment hours that are scheduled prior to a schedule being posted as a result of a part-time employee's request will not be eligible for the over-limit premium or the overtime bonus, and will not be credited toward the individual limit. (See Paragraph 91)

OR, PACU & Procedure Area: Overtime Monitoring

- 163R 1) Overtime monitoring and tracking will be ongoing.
- 2) If the unit trigger exceeds five per cent (5%) for three (3) consecutive scheduling periods a Workload Review Committee meeting will be called to include the area Director and the Association Chairperson (or designee). Reasons for the overtime will be examined and options reviewed. A joint response plan will be developed.
- 3) If the unit overtime trigger exceeds five per cent (5%) for six (6) consecutive scheduling periods, additional actions will be considered and implemented through mutual agreement.

CR, PACS & Procedure Area: Additional Overtime Management Actions Effective January, 2002

- 1638 1) On units with aggregate overtime/over appointment hours as outlined in Paragraph 163N.1 which are below six (6) hours per employee for nine (9) of eleven (11) scheduling periods the following actions will occur:
- a) The individual limit will decrease to six (6) hours and will apply as provided in Paragraphs 163P & 163Q, and;
 - b) The over-limit premium will be eliminated.

SECTION E. AMBULATORY CARE OVERTIME SYSTEM

- ~~163T~~ Ambulatory Care Individual Limit: No employee will be required to work more than sixteen (16) hours of unanticipated overtime/over appointment time in a four-week scheduling period on their home unit. (See Individual Limit exceptions, Paragraph 163U)

Ambulatory Care: Exceptions to Individual Limit and Overtime Bonus

- 163U 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 Bonus

- 163V 1) Definitions
- a) Anticipated: Those hours needing to be filled that are known more than forty-eight (48) hours in advance.

b) Unanticipated:

- (1) Those hours needing to be filled that are known forty-eight (48) hours or less in advance;
- (2) Those anticipated needs that have not been met forty-eight (48) hours prior to the need;
- (3) All hours worked as a result of on-call, except if the employee is voluntarily on-call and returns to work their regularly scheduled hours. (See Paragraph 163V.2)

2) Overtime Bonus Process

A bonus of five dollars (\$5.00) per hour will be paid to full and part-time employees who work overtime over appointment hours to fill unanticipated needs. This bonus shall be paid in the following manner:

- a) In calculating hours to determine when the five dollars (\$5.00) bonus is payable, the bonus shall be paid in the same manner as Paragraphs 148 and 149 of this article.
- b) The five dollars (\$5.00) bonus applies only when the employee works one (1) ~~or more hours, per occurrence, not cumulative.~~ In the event that an employee works one (1) or more hours, the five dollars (\$5.00) bonus will be paid on the entire period, including the first hour of overtime/over appointment hours.
- c) All hours worked pursuant to being on-call shall be paid the five dollars (\$5.00) bonus, except when the employee is voluntarily on-call and returns to work their regularly scheduled hours. The one hour trigger does not apply.

d) In the event that the sum of all overtime and unanticipated over-appointment hours worked exceeds five percent (5%) of all hours worked on a unit in a four (4) week scheduling period, the five dollars (\$5.00) per hour bonus, referenced above shall be increased to ten dollars (\$10.00) per hour on that unit for all subsequent four (4) week schedules until the sum is equal to or less than five percent (5%). (See Intent Note for Paragraph 163A.2)

Ambulatory Care: Additional Overtime Management
Actions Effective January, 2002

163W The individual limit will decrease to twelve (12) hours on those units with an overtime trigger below the five per cent (5%) ~~overtime trigger for nine (9) of eleven (11)~~ scheduling periods.

163X Ambulatory Care 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) hours. (See Intent Note for Paragraph 163X)

ARTICLE XV - A
ASSIGNED TIME OFF

164A In the event there are 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 overappointment hours have been cancelled in accordance with Paragraph 157, then the following procedure shall be used to make an adjustment.

- 1) CSR regular employees will be released back to CSR for reassignment. (See Paragraph 1851)

- 2) Unit-based temporary employees will be released.

- 3) 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.

- 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 compensation. (See Intent Note for Paragraph 164C and applicable Overtime System Paragraphs 163D.2.d, 163H.2.d, 163L.2.d, 163P.2.d or 163V.2.c)

164D If a sufficient number of volunteers is not found, employees may be assigned off in seniority order, lowest to highest. Time assigned off will be recorded by occurrence and distributed equitably among all unit employees. (See Paragraph 158). 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 period. (See Intent Note for Paragraph 164D)

- 1) This assigned time off procedure does not apply to Holidays. (See Paragraph 368).

164E When volunteers to float are in competition for available hours, whether CSR 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 employee cannot be reassigned. (See Paragraph 185J)

164F In addition, the employee shall have the option of using PTO time, provided the employee has sufficient accrued PTO time, or excused no pay time. 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, 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 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 paragraph does not apply to assigned time off on a Holiday. (Refer to Paragraph 368)

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 XVI
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 Section A and B 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.

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 XVII
ON-CALL SYSTEMS AND PAY

SECTION A: ON-CALL SYSTEMS

170A On-call scheduling systems must be in compliance with the on-call language in this Article. (See Intent Note for Paragraph 163B and Intent Notes for Paragraph 170A)

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.

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 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:

1)	N-1	\$4.54
2)	N-2	\$4.77
3)	N-3	\$5.01
4)	N-4	\$5.51
5)	N-5	\$7.40
6)	N-6	\$9.44

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 potentially be at work. (See Paragraph 174A. see Intent Note for Paragraph 171)

172 An employee shall be in an on-call status only for that period of time 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 practicable.~~ (See Intent Note for Paragraph 172)

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 five dollar (\$5.00) 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 All hours worked pursuant to being on-call be paid the five dollars (\$5.00) bonus, except when the employee is voluntarily on-call and returns to work their regularly scheduled hours. The one (1) hour trigger does not apply.

175 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 two (2) hours of pay at the rate of time and one half (1/2) of their hourly rate, and shall be paid every time the employee returns to work. Such payment is not time worked for any purpose. (See Paragraph 180C)

175A On-call status will not be cancelled with less than twenty-four (24) hours notice. (See Intent Note for Paragraph 175A)

175B ~~Employees will not normally be required to work beyond the specified on-call time frame. (See Intent Notes for Paragraph 175B)~~

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 unit. (See Intent Note for Paragraph 175C)

175D The parties agree that for those units without 24-hour regular patient care operations, employees who work in excess of four (4) hours after 11:00 p.m. pursuant to on-call, will be allowed a period of eight (8)

hours for sleep time and will be paid the normal hourly rate for hours lost from their normal work schedule up to a maximum of four (4) hours. Currently these units include, but are not limited to, Operating Room, Post Anesthesia Care Unit, Medical Procedures Unit, Hemodialysis, Cardiac Cath Lab, Radiology and EP Lab.

ARTICLE XVIII
CALL BACK PAY

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

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

ARTICLE XX
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 appointment.

180 Employees who float to another unit to provide expertise that is not available on the receiving unit will receive the float bonus as described in Paragraph 179 of this Article for all hours worked. A four (4) hour minimum is required.

180A Employees who float to an Ambulatory Care Clinic for the purpose of enhancing their own professional growth will not be eligible for the float bonus. (See Intent Note for Paragraph 180A)

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 shift.
(See Intent Notes for Paragraph 180C)

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.

181 Orientation will include the full range of activities that the employee will be expected to perform, and will be based on existing competencies used in any new employee's orientation. (See Intent Note for Paragraph 18)

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 to temporarily 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: (See Intent Notes for Paragraphs 18 and 183)

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 XLV, (Discipline) shall be applicable even though discharge may not be contemplated. In this regard, discipline, if any, pertaining to the professional judgments regarding the employee's competence to perform the assignment(s) will not be imposed prior to the review provided for therein, including a joint meeting with the Association and the employee.

SECTION C. GENERAL CONDITIONS

184 An employee with less than one (1) year of registered nurse experience will not be reassigned to another unit.

184A A probationary employee will not be reassigned to another unit.

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 employees, other floats, or overtime/above appointment hours to cover the same time period.

SECTION D. CENTRAL STAFFING RESOURCE (CSR)

185 A Central Staffing Resource consisting of temporary and regular employees will be available for anticipated and unanticipated needs utilizing the following principles (See Intent Note for Paragraph 185)

185A Any regular CSR 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 be.

185B Temporaries employed in areas which do not report to nursing will be included in the CSR. If parties agree this is not feasible, the parties will meet to explore alternative systems for those areas. (See Intent Note for Paragraph 185B)

185C A core number of Central Resource float positions will be maintained based on variable needs. These employees will have completed unit-based competencies for their cluster. (See Intent Note for Paragraph 185C)

185D Employees within the Central Staffing Resource 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 temporary and regular employees will indicate their specialty areas and available hours. CSR will coordinate scheduling of these employees.

185G Units may request the use of a specific CSR temporary or regular employee for consistent use in order to cover a specific need (i.e. extended sick, 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 to be scheduled. (See Paragraph 179)

185I A regular employee who does not have work will have priority for hours over any temporary employee or over any unit-based regular 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 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.

a) Units contemplating assigned overtime will contact the Central Staffing Resource for possible voluntary replacement employees.

b) Units contemplating assigned time off will make employees aware of alternative placement opportunities (See Paragraph 164E).

185K Of employees scheduled through the CSR, regular employees will have scheduling/assignment priority over temporary employees (See Paragraph 164E and Intent Note for Paragraph 185K)

185L Employees within the Central Staffing Resource will not normally be expected to accept a charge nurse assignment. If an occasion arises that an employee within the Central Staffing Resource is asked to accept a charge nurse assignment, the employee will be provided with the charge nurse guidelines that exist for the unit for which she/he will be in charge and orientation to the charge nurse assignment. (See Intent Note for Paragraph 185L)

185M In the event that after discussing the matter with the Central Staffing Resource supervisor, 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 XLV (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.

SECTION E. OTHER

185N On units where there is a predictable seasonal variation in activity the following options may be considered: (See Intent Note for Paragraph 185N)

- 1) Offer positions with a seasonal ~~specifications matched with appointment fractions.~~
- 2) Offer positions for "x" month appointment with salary and benefits distributed evenly over twelve (12) months.
- 3) Offer positions with a seasonal assignment in two units (See Paragraph 438).

ARTICLE XXI SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

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

187 "Seniority" means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, layoffs and other periods of absence authorized by and consistent with this Agreement. (See Intent Note for Paragraph 187)

SECTION B. LOSS OF SENIORITY

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

- 189 1) The employee resigns or quits;
- 190 2) The employee is discharged or terminated;
- 191 3) The employee loses, or otherwise does not maintain a State of Michigan Nursing license;
- 192 4) The employee retires;
- 193 5) 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 Medical Campus Human Resources Department, except when the failure to return to work as scheduled is due to circumstances beyond ~~the control of the employee, the University has been so notified, and an acceptable~~ alternate return date is agreed to by the University;
- 194 6) 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 7) 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 8) 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 5, 6, 7, or 8 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 1, 2, 3 and 4 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 5, 6, 7 and 8 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 XXII
REINSTATEMENT AND CREDIT FOR PRIOR SERVICE

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 1) The person is re-employed on or after September 17, 1984;
- 201 2) The person is re-employed within one (1) year of the date he/she terminated;
- 202 3) The employee remains re-employed for two (2) years; and
- 203 4) 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 1) Prior to termination, the employee notified the Employment Office by completing a form regarding termination for educational pursuits provided by the employee's immediate supervisor or Director of Nursing;
- 206 2) The person is re-employed within the six (6) month period following completion of the educational program; and
- 207 3) 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 1) Seniority;
- 211 2) To restore sick time that had accrued at the time of termination; and
- 212 3) To establish eligibility for Paid Time Off under Article XXIX, Short Term Disability Income under Article XXX, Long Term Disability under Article XXXIX, Retirement under Article XXXIX, prospectively, consistent with the employee's years of service.

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. (See Paragraph 460A)

215D An employee may be reinstated or receive credit for prior service only one time.

ARTICLE XXIII
INFORMATION LISTS

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

217 1) ~~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.

- b) Employees transferred out of the bargaining unit during the previous calendar month.
 - i) Employees who, together with the department are classified as temporary staff nurse number and hourly rate of pay.
- 218 2) A list of areas where positions within the bargaining unit are open as of Tuesday of each calendar week by classification title.
- 219 3) A list of all bargaining unit employees according to Salaries by Position Title Code on a quarterly basis.
- 220 Unit location will be added to the lists set forth above, if unit location becomes machine processable in the Medical Campus Human Resources Department.

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 XXIV
PERSONNEL FILES

- 230 An employee shall be entitled to review the contents of his/her Medical Campus 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 Medical Campus 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 XXV
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 employee.~~ (See Intent Note for Paragraph 232; see Paragraph 710)

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 Medical Campus 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 Head Nurse, Assistant Head Nurse or their designate who is a qualified non-probationary licensed Registered Nurse who performs the charge nurse role on a regular and recurring basis. A licensed Registered Nurse who is a "probationary employee" may be given a charge nurse assignment at the discretion of the supervisor if she/he has been oriented to the charge nurse assignment but will not be assigned the charge nurse role unless there are no other options available.

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 change from temporary employment to regular employment. Thereafter, accrued benefits will be based on the seniority date.

238 An individual's temporary employment status will count toward completion of the probationary period if all of the following conditions are met:

239 1) The individual worked an average of not less than twenty (20) hours each week

immediately preceding hire as a regular employee;

240 2) The individual performed the full range of duties of a probationary employee on the unit as assigned;

241 3) The individual met the work schedule expectations as a probationary employee on the unit as assigned; and

242 4) The individual worked the entire time in the same position.

ARTICLE XXVI
REDUCTION OF THE WORKING FORCE & RECALL PROCEDURES

SECTION A. DEFINITIONS

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

244 2) 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 3) Unit: A functional area of patient care or service administered separately (for purposes of, but not limited to, scheduling, educational funds, holidays, vacation and reduction-in-force), except for the OR, in which Cores A & B will be considered one unit, and Core C will be considered a separate unit. In the event of the consolidation of one or more units, the consolidated units shall be considered a unit in the application of this Article.

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 XXVI, Reduction of the Working Force and Recall Procedures, Section A) in Ambulatory Care.

246 4) 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 5) ~~Priority Consideration: The employee~~ having the required qualifications will be considered, including an interview, in seniority order until an employee is placed, at the same time as other employees, but prior to applicants for employment. (See Intent Note for Paragraph 247)

SECTION B. PROCEDURE

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

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 1) Probationary employees in an affected classification within a unit shall be removed from the classification before a non-probationary employee, provided that the employees remaining in the classification have the ability to perform the work which remains or will remain in the unit.

251 2) Thereafter, employees in the affected classification within a unit shall be removed from the classification in order of seniority, beginning with the employee with the least seniority, provided that the employees remaining in the classification have the ability to perform the work which remains or will remain in the unit. (See Intent Note for Paragraph 251)

252 3) In the event that a temporary employee is employed in a unit, a non-probationary employee, who is to be removed from any unit, shall have the option of replacing the temporary employee, contingent upon ability to perform the work available. An employee exercising this option does not become a temporary employee.

253 4) 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 order: (See Paragraph 247.5 & Intent Notes for Paragraph 253)

a) Regular job openings in the same classification.

- b) Regular job openings in the same pay grade.
- c) Regular job openings in each succeeding lower pay grade.

253A An employee with the required qualifications as defined in Article XXVII will be placed in a regular job opening, if any, prior to any other applicant for employment. Prior to placing an employee in a lower pay grade, the University will attempt to place the employee in the same pay grade first. (See Intent Note for Paragraph 253A)

254 5) 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 Clinical Nurse I 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 6) 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.

254B Paragraphs 254 and 254A do not apply to movement between the Master Agreement and the Local Operating Agreement positions.

255 7) Should a removed employee not be placed, the employee will be laid off.

256 8) 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 XIII, Staffing and Scheduling.

257 9) An employee scheduled for a mandatory reduction in hours may elect to be covered by the provisions of 3., 4., 5., 6, and 7. above.

258 Contingent upon available work, an employee who is about to be laid off may be placed by the University in the CSR, 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 in this manner, they shall be placed in seniority order, highest to lowest. In this event, that employee will have priority over any temporary employee or over any unit based regular employee requesting work above appointment hours on another unit through CSR for available hours on a unit which they are qualified to work. An employee choosing this option will need to do so during their notification period. (See Intent Note for Paragraph 258)

258A Employees electing placement in CSR pursuant to Paragraph 258 may exercise this option for a maximum of ninety (90) days effective the first day of work in CSR, 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. (See Paragraph 260A)

259 A process to assist employees who have been subject to a reduction-in-force will be established. This will include Association representation during RIF notification when practicable and a designated Human Resource representative as a resource for the employee. The employee will be provided information on rights and responsibilities under this Agreement, and regarding the application and

interview process. (See Intent Notes for Paragraph 259)

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. (See Intent Note for Paragraph 260)

260A An employee who has the ability to perform the work and does not accept whatever placement is offered at any time during the thirty (30) day or ninety (90) day notice period, that provides at least eighty percent (80%) of the employee's base rate and eighty percent (80%) of the employee's appointment hours, regardless of work schedule, shall be considered a voluntary quit at the end of the thirty (30) or ninety (90) day notification period, whichever is applicable pursuant to Paragraph 248. (See Intent Note for Paragraph 260A)

261 If an employee is laid off, additional assistance will be provided in applying for University positions in other classifications outside the bargaining unit. If there are training positions available (internship), employees on notice of lay off or who have been laid off will have priority consideration for those positions. If retraining funds are available, the employee may apply for retraining funds.

262 If an employee accepts a training position, she/he will give a written commitment based upon the length of the training program and will forfeit recall rights. (See Paragraphs 266, 282.6.b., 294C & 652B.4 and Intent Notes for Paragraph 288)

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 Clinical Nurse I classification in the clinical area from which the employee was laid off and (3) in the Clinical Nurse I 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 XXVII. (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.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 the 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 XXVII, 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 XXVII TRANSFERS, PROMOTIONS, DEMOTIONS, AND LATERALS

SECTION A. DEFINITIONS

- 269 1) Transfer - A "transfer" is the explicit movement of an employee to a regular job opening during which time the employee performs or is expected to perform the full range of duties of that position. (See Intent Note for Paragraph 269)
- 270 2) 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 3) 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 4) 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 5) 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 6) 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.

274A 7) 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 8) 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 9) 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. See Intent Note for Paragraph 275)

275A 10) Provisional Selection: Status that may be granted to a senior employee by a hiring manager when there are reservations about the employee's ability to perform the duties of a posted position. (See Paragraph 285 and Intent Note for Paragraph 275A)

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 1) If a regular job opening is not filled in another manner consistent with the terms of this Agreement, including, but not limited to, placement as a result of application of Article XXVI, Reduction of the Working Force and Recall Procedures and return from leave of absence, the regular job opening, except for Clinical Nurse II openings filled from within a unit, will be posted for five (5) calendar days. Clinical Nurse II regular job openings will be made known on the unit. For the purpose of administering this Section, a clinic in Ambulatory Care shall be defined as a unit. (See Paragraph 343D)

278 2) 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. Postings for less than twenty (20) hours (0.5 FTE) will include the statement "may have the potential to be combined". In addition the

posting will include a list of all required qualifications essential for consideration for that position, as well as a list of desired qualifications in priority order. (See Intent Notes for Paragraph 278)

278A Selection criteria will be developed by the hiring supervisor for each position that is posted and will be made available to candidates upon request, along with any other information about that position including a specific job description, if available. (See Intent Note for Paragraph 278A)

278B General information about the internal application and interview process, bargaining unit classification descriptions, and unit profiles will be made available in the Employment Office upon request. Unit profiles will include the usual qualifications for Clinical Nurse I 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 3) Locked posting boards will be located in University and Mott Hospitals and the North Ingalls Building. These boards will be placed in locations mutually selected by the University and the Association. Any additional boards will be placed in locations mutually selected by the University and the Association. In addition, employees working in outlying areas will have access to the posting information, through a timely posting list, recorded information or other mechanism as developed by the University, no later than the next calendar day. If the next calendar day is Saturday or Sunday, the next day will be Monday.

280 4) An employee who wishes to be assured of consideration for a transfer to a regular job opening must fill out a bid form supplied by the University, and file it at the Employment Office. When submitting a

bid, an employee will include two (2) copies of a current resume.

281 5) An employee who does not provide all requested information or who has not filed the bid form properly prior to five (5) p.m. on the closing date, need not be considered.

282 6a) An employee need not be considered for transfer under this Section during the one (1) year period following the employee's promotion, transfer or date of hire. 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 reduction-in-force. (See Intent Note for Paragraph 282.6.a)

6b) 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 leave of absence. (See Paragraphs 262, 294C and Intent Note for Paragraph 288)

6c) 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.

6d) 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 6e) Employees who are to be interviewed for a position will be informed about the interview process, including the name and title of the interviewer(s) and the projected time frame, prior to the interview. (See Intent Note for Paragraph 283).

7) 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, including a Clinical Nurse II opening within a unit, 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 candidate, 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 Employment 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.

SECTION C. SELECTION CONSIDERATION

294 Transfers will be made on the basis of qualifications and seniority in the following manner: (See Intent Notes for Paragraph 284; see Paragraph 282.6c & 6d)

1) Employees and applicants must possess all required qualifications in order to be considered; (See Paragraph 293)

2) Among employees possessing the required qualifications, the most senior will be selected unless there is a substantial difference among the desired qualifications. (See Paragraphs 285 and 293A)

3) Among employees and applicants possessing the required qualifications, the employee ~~will be selected unless there is a~~ substantial difference among the desired qualifications. (See Paragraphs 293, 719 and Intent Notes for Paragraph 284)

285 In cases when a manager has reservations about a senior employee's ability to perform the duties of a position the selection may be made on a provisional basis per Paragraph 275A. Provisional status will be conferred for a period of six (6) months. The candidate and the Association will be provided with the performance criteria and the rationale supporting the requirements at the time of the transfer. ~~At the end of the six (6) month period, the employee will be provided with a~~ written evaluation. If the transfer proves to be unsuccessful, placement in a different position will be facilitated. (See Intent Note for Paragraph 275A)

SECTION D. REVIEW PROCEDURE

286 In the event that an employee, except a probationary employee or an employee transferred or promoted during the preceding one (1) year period (who does not have management approval to transfer), with a timely bid form 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 within the hiring area, provided the involved employee has more seniority than the person selected. If a Clinical Nurse II opening is filled from within a unit, only an employee from within that unit who has more seniority than the employee selected may process a dispute. (See Intent Note for Paragraph 286; see Paragraph 282.6.a and Intent Note for Paragraph 282.6.a).

286A For purposes of this article, the Step Two dispute must be filed within fourteen (14) calendar days of notification of the decision not to hire. The Step Two dispute will be heard within fourteen (14) calendar days of the filing date. The Step Two answer will be given in writing within thirty (30) calendar days of the Step Two hearing.

286B In the event consensus and/or a satisfactory answer is not reached, an appeal to the Associate Hospital Director of the hiring area and the Administrator of Human Resources may be made by any of the involved parties. A meeting will be held within fourteen (14) calendar days of the appeal. A written decision will be issued within fourteen (14) calendar days of the hearing.

286C Within ten (10) calendar days following receipt of the decision of the appeal panel, and at the request of the Association, the University will submit the issue through the mediation process outlined in AFEIGLE XLVI. Appeal to the arbitration procedure is not available.

SECTION E. GENERAL PROVISIONS

287 1) An employee who is selected for transfer will be transferred not later than thirty (30) calendar days after notification to the employee of the selection, unless a longer period of time is mutually agreed upon in writing between the employee and the involved supervisors.

288 2) An employee who is transferred will be given a reasonable period of time to demonstrate competent performance. During this period of time, the employee will receive a normal orientation as defined in Section A. of this Article. If competent performance is not demonstrated, a joint meeting that includes the employee, the manager(s) and the Association Chairperson or designee will be held to identify a plan to promote success. If the plan is not successful, the employee will be placed 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 steps. (See Paragraph 285 and Intent Note for Paragraph 288)

289 3) 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 4) 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 5) No employee will be required to perform the job duties of a higher classification as a prerequisite to promotion.

292 6) No employee will be involuntarily demoted without prior written notification of

performance deficiencies. Prior to or at the time demotion is first contemplated, the supervisor will initiate a meeting with the employee to discuss the performance deficiencies and develop a plan for correction with appropriate time frames. If an employee is involuntarily demoted, the employee and the Association will receive a written explanation for the demotion.

293 7) 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 The Association leadership, Director and manager will meet prior to a job offer if the most senior candidate has not been selected.

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:

a) Employees who transfer into the classifications of Nurse Practitioner or 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.

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

c) Employees who transfer into a position that is part of a formal internship or retraining program 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.

d) An employee who hired previously into an Ambulatory Care Clinic and who was placed two steps below their calculated experience (See Paragraph 652B.3), who then transfers to a non-Ambulatory Care Clinic will be placed two steps higher than their step at the time of transfer. Movement to the next step will occur on the anniversary date. (See Intent Note for Paragraph 163B)

ARTICLE XXVIII
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. We acknowledge the importance of such an evaluation, including discussion among colleagues. We further acknowledge that work processes or design could impact quality of care, employee satisfaction or the long term viability of the unit. Therefore, concerns regarding such design require timely and appropriate resolution.

297 To this end, the University and the Association agree that it is appropriate to conduct work redesign across in and outpatient areas in the context of how it affects patient care. Joint redesign efforts will be coordinated at the departmental and central administration level with the Association leadership. An agreed upon process will be used for work redesign. Communication of work redesign proposal decisions to others affected through appropriate means will be an included component of the process. Current work redesign initiatives will be reviewed for mutual endorsement and/or modification. (See Paragraph 715 and Intent Note for Paragraph 297)

298 The parties agree to establish a process for collaborative discussions and planning regarding changes in the Registered Nurse role expectations whenever work redesign is undertaken, or at the request of either party. We agree to utilize the principles of interest

based problem solving, and only if consensus is not achieved will the University make a data-based decision.

299 All levels of Registered Nurses may participate in the redesign process and periodic feedback from patients and families will be included as a component of the work redesign efforts. Consistent baseline assistive personnel expectations will be identified and implemented across units. Training to meet job expectations and ongoing performance requirements will be developed for assistive personnel.

300 Future unit mergers will be taken as an opportunity for work redesign and implemented in a mutual and collaborative way. Collaboration with other departments to identify clinical activities that are being ~~done by others that can be done by nurses more~~ efficiently and effectively will be undertaken.

301 To the extent that institutional work redesign occurs, which involves services which are supportive to nursing, there will be collaboration between nursing and the affected departments in the design, implementation and evaluation of support service changes. The employees participating in this process will include those affected by any changes.

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 XXIX
PAID TIME OFF

SECTION A1. PRINCIPLES

324 The Paid Time Off (PTO) system is managed based upon principles and guidelines jointly developed by the Association and the University. The guidelines are included as Addendum B to this Agreement. Any changes to the guidelines during the term of this Agreement will be mutually agreeable and based upon the following principles:

- 1) As professionals, nurses will demonstrate accountability for patient care and respect for colleagues in the responsible utilization of Paid Time Off.
- 2) Adequate access to prescheduled time off ~~provides flexibility in planning and will~~ result in only the exceptional unanticipated request after the schedule is posted.
- 3) The privacy of professional nurses will be respected and disclosure of the reason for paid time off will not generally be required. (See Addendum B, PTO Guidelines)
- 4) The continuous use of unscheduled or unanticipated time off can be construed as a failure of the system and as behavior that may require intervention.

SECTION A2. ELIGIBILITY

325 An employee shall be eligible to receive Paid Time Off (PTO) income in accordance with the provisions of this Article. (See Intent Notes for Paragraph 325)

326 No employee shall be eligible for Paid Time Off (PTO), or receive pay in lieu of Paid Time Off, before it accrues. Probationary employees are not eligible for scheduled time off except at the discretion of their supervisor. (See Paragraph 333)

SECTION B. ACCRUAL

327 Upon completion of the employee's first regularly scheduled work day, a full-time employee will be credited with forty-eight (48) hours of PTO time. A part-time employee normally scheduled to work eight (8) or more hours per week will be credited with PTO in an amount which is directly proportionate to that of full-time employees. Those normally scheduled to work less than eight (8) hours per week shall not be credited with PTO nor shall PTO accrue.

Employees in pay grade N-3 - N-6 will be credited with seventy-two (72) hours of PTO time, pro-rated for part-time appointments.

328 Except as provided in Paragraph 330 of this Article:

a) Full-time employees assigned to a classification N1 or N2 will accrue PTO time as follows:

<u>Seniority</u>	<u>Rate of accrual</u> <u>each month</u>
First five years	16 hours
Five through ten years	20 hours
Over ten years	24 hours

b) Full-time employees assigned to classifications N3 through N6 will accrue PTO time of twenty-four (24) hours a month. (See Intent Note for Paragraph 328)

329 ~~Except as provided in Paragraph 330, full-time employees upon completion of ninety (90) calendar days of regular employment 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:

<u>DAY OF MONTH</u>	<u>Start of Employment or Return from LOA</u>	<u>End of Employment or Start of LOA</u>
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 during any calendar month in which the employee is absent without pay for fifteen (15) or more work days. During any calendar month in which the employee is absent without pay for less than fifteen (15), but more than seven (7) work days, 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.

333 PTO will be accrued, recorded and available at the end of the calendar month (See Paragraph 87 and Intent Note for Paragraph 87).

333A Unused PTO time will be paid to an employee, annually, on the last pay day in January, provided the employee makes a written request to his/her supervisor by December 1 each year and provided the employee maintains a minimum of forty (40) hours (pro-rated according to appointment fraction) of accrued PTO time.

333B An increase in the rate of accrual shall be effective in the calendar month during which completion of the required years of seniority or a change in the overtime payment eligibility status occurs. The accrual for that month will be on a percentage basis depending upon the day of the month the event occurs as outlined in Paragraph 330.

SECTION C. PAY IN LIEU OF PTO TIME

333C The University will give written notification to an employee at least two (2) months prior to the employee reaching maximum accrual. (See Paragraph 333A and Intent Note for Paragraph 87)

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 pay day. Shift premium, as set forth in Article XVI shall be paid for the number of hours of accrued PTO time scheduled and used only by an employee who does not rotate from a shift for which the premium is payable.

333G Pay in lieu of PTO time shall be at the employee's rate of pay at the time the event set forth in Section C occurs, times the number of hours of accrued PTO time. Pay for scheduled PTO time shall be at the employee's rate of pay at the time the scheduled time is taken, times the number of hours of accrued PTO scheduled and used. Pay for PTO time shall be paid to the employee on the employee's pay day, except that an employee shall be paid for such time in advance of the employee's scheduled time off on the employee's regular pay day preceding the scheduled time off, providing the employee is scheduled for ten (10) or more consecutive PTO days and the payment in advance is requested in writing at least seven (7) calendar days prior to the pay day preceding the first day of such scheduled time off. Shift premium, as set forth in Article XVI ~~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 a) Holiday scheduling takes precedence over the granting of PTO.

b) PTO shall be scheduled to meet the work requirements of the University on a unit basis in accordance with the following procedure:

333I 1) Each unit will post, prior to December 1 of each year, and at such other times as may be established by a unit, any limitations concerning the scheduling of time off, including the election to close down any or all of the operations of the unit and schedule time off during the close down period. Unit guidelines shall allow each employee to schedule at least seventy 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 is not actually scheduled off until posting of the unit schedule for that period. (See Intent Note for Paragraph 333I)

- 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 in the Clinical Nurse III classification 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;

- a) During the month of February each employee will initially sign up for a maximum of two (2) weeks of PTO in seniority order, highest to lowest. Unit guidelines will not restrict scheduled PTO requests to less than two (2) weeks. At the employee's option the two (2) weeks need not be consecutive. After all employees have opportunities, the remaining time will be requested and granted in seniority order, highest to lowest. (See Paragraph 333K)
- b) ~~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.~~
- c) The time off will be posted on April 1. (See Appendix D for complete time off and Holiday Request Times; See Intent Note for Paragraph 333J).

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 selection. (See Intent Note for Paragraph 333J)

333L Employees will be informed individually in writing whether their request has been 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 accommodate the request made in the former unit. In such a case, the employee will be permitted to reschedule, consistent with the work requirements of the new unit. Every attempt will be made to accommodate previously agreed to PTO for an employee whose transfer is a result of reduction-in-force, as long as no higher senior employee has been denied that time off.

333O The availability of additional time off which is not scheduled in accordance with the above procedure will be communicated to the unit staff and granted in seniority order following a one week request period.

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.~~

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 XXXII

(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

3338 An employee's appointment hours should reflect the hours an employee is regularly scheduled to work. 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 XXIX), short-term disability income (Article XXX), 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 short-term disability income for which a full-time employee is eligible.

SECTION G. PREVENTIVE HEALTH CARE APPOINTMENT

333T An employee may be granted paid time off for preventive health care appointments, including post-operative examinations and care, and second opinion examinations required by the employer or third party payer. In order to be considered for such time off, the employee must give the employee's immediate supervisor written notice and receive approval at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment and the probable duration of the absence, if applicable. A series of appointments may be in the same notice. 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 paid time off under this Section, the supervisor may request the phone number of the Health care provider 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 XXX
SHORT TERM DISABILITY

SECTION A. FULL-TIME EMPLOYEES

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 forty (1040) hours of short-term disability income, paid at three hundred twenty (320) hours of full pay and seven hundred twenty (720) at two-thirds (2/3) the employee's rate. An employee with ten (10) or more years of seniority will be paid at his/her normal full pay rate for one thousand forty (1040) hours. It is renewable on the first (1st) of the month following their seventh (7th) anniversary and every five (5) years thereafter. Short-term disability 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 short-term disability income hours which would have otherwise renewed, is deferred until the employee returns to active employment. (See Intent Note for Paragraph 336)

337 This short-term disability 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. Thereafter, other accrued hours of PTO income may be used and paid. Each illness or injury shall be independent of any other injury or illness and require completion of the eighty (80) hour period above, except as provided in Section D. of this Article. (See Intent Notes for Paragraphs 325 and 337)

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 short-term disability 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 eligibility requirements of a full-time employee. The number of hours of short-term disability income payable as provided in Section A. shall be directly proportionate to the maximum hours of short-term disability income for which a full-time employee is eligible.

SECTION C. ELIGIBILITY FOR SHORT-TERM DISABILITY INCOME

338A The University reserves the right to request a second medical opinion and abide by that opinion when determining eligibility for short term disability income. The University and the employee will mutually agree upon the physician to perform the evaluation and to abide by the second opinion. 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 short term disability 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 short term disability income.

338C Nothing in this Article requires an employee to disregard the medical care plan of the employee's physician. Eligibility for short term disability incomes will be determined as provided in Paragraph 338A.

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 I. of Article XXXVIII (Leaves of Absence), provided, however, that the notice requirements of Section I. shall not be applicable except that in the case of disability absences where the employee knows that another individual will be working in the absent employee's position, the returning employee will provide as much advance notice of return as possible, including a release from the employee's physician where applicable or required by the University.

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 short-term disability 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 XXVII (Transfers; Promotions, Demotions, and Laterals) but after an employee exercising rights under Article XXVI (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 completing a bid form at the time the employee returns to active employment.

SECTION E. DISABILITY ACCOMMODATIONS

343 University resources will be used to facilitate return to work for employees who are

unable to perform the full range of duties of their position due to a work-related or a non-occupational injury or illness. Guidelines and process related to the timely, appropriate placement of such employees have been developed by the Association and the University and are included as Addendum C to this Agreement. The guidelines and process may be evaluated over the life of this Agreement and jointly modified as necessary. (See Intent Note for Paragraph 343)

343A A joint Association and University team of not more than four members will be convened to identify nursing positions and work areas hospital-wide that require minimal orientation that could be used for accommodating employees with disabilities. Positions will be identified for both short and long term placement, with the expectation that a short term placement would not exceed six (6) months, ~~would be accompanied by progressive work hardening and would be considered a "bridge" position back to a regular position.~~

343B When placing an employee with a disability, the University will place the employee in a position covered by this Agreement, assuming ability to do the work, prior to any other position. (See Intent Note for Paragraph 343B)

343C When a temporary position in the Central Staffing Resource is identified as a placement for an employee needing accommodation, that employee will be considered regular. See ~~Intent Note for Paragraph 343C~~

343D If an open position is determined to be an appropriate placement for an employee with a disability who is awaiting placement, this position need not be posted in accordance with Article XXVII, but may be filled by an employee with a disability, assuming ability to do the work. When there is more than one such employee, placement decisions will be made on the basis of seniority, qualifications and substantial differences. (See Intent Note for Paragraph 343D)

343E The University will develop and maintain a centralized database of employees needing

accommodation. The data base will contain codes for staff working in an accommodated role and those needing placement and will be updated monthly (per scheduling period).

343F At the time the Medical Campus Human Resources Department is notified that an employee may no longer qualify for long term disability (LTU), 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 XXXI EMPLOYEE ASSISTANCE

344 The University and the Association agree that an employee who has an alcohol, drug or psychological problem which affects performance ~~may be rehabilitated. The parties further~~ agree that timely and effective assistance can contribute to the employee's ability to meet employment obligations, maintain standards for nursing practice and to provide for safety of the public. The parties further agree that cooperation will result in earlier identification of troubled employees before their employment status is in jeopardy. 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 XLVII and the Arbitration Procedure, Article XLVIII. 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) 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.

- 2) 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.
- 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 XXXIX, Benefit Plans; Article XXXVIII, Leaves of Absence; or Article XXIX, 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 University Hospitals to address issues related to programs and education on the subject of substance abuse and employees.~~

346 The University, except as otherwise provided by law or regulation, will schedule a special conference with the Association no less than ninety (90) calendar days prior to implementing any policy or program which requires testing employees for substance use.

The Association may reconvene the Conference no less than sixty (60) calendar days prior to the implementation date to inform the University of its position regarding the proposed program.

ARTICLE XXXII
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.

- 348
1. New Years Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day & the Day after Thanksgiving
 6. Christmas Day

349 Any employee may substitute up to three (3) holidays of the employee's own choice for any of the holidays designated above, within any July 1 to June 30 period, provided arrangements are made in sufficient time to provide for the substitution. ~~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. 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 XXIX.

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.

351 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 eight (8) and twelve (12) hour shifts, holidays observed on the employee's scheduled days off will be divided as equitably as practicable between those two (2) shift lengths. Holidays observed on the employee's scheduled days of work will be equitably distributed between those shift lengths.

351B ~~During a week in which a holiday falls, employees will be scheduled consistent with their appointment fraction except during Thanksgiving week, in which one of the two (2) holiday shifts may be included in the employee's appointment fraction (See Intent Notes for Paragraph 351B; see Paragraph 355).~~

SECTION C.

352 Each employee normally scheduled to work eight (8) or more hours per week shall suffer no loss in salary, including shift premium if applicable, for the holiday provided the employee meets the following eligibility requirements:

The employee works the employee's last scheduled work day prior to and the employee's first scheduled work day following the holiday, unless the employee's failure to work both days is excused because of (1) personal sickness or injury as provided in Article XXIX, (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.

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 eight (8) hours pay for the holiday. In the event a holiday is observed on a part-time employee's scheduled day off, the employee will receive pay for the holiday determined by multiplying the employee's hourly rate times eight (8) multiplied by the employee's appointment fraction. Those 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 (as identified in Paragraph 1638.4) where employees are required to take call on a holiday, the following applies:

- 1) 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.
- 2) If a part time employee does not take call on the holiday and works their usual appointment fraction during the holiday week, then the holiday will be prorated. If a part time employee takes call on the holiday proper, it is considered a holiday worked and pay will not be prorated

regardless of the other days scheduled in the holiday week.

SECTION D.

354 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 the greater. In addition to this holiday pay, an employee who is assigned and works on the holiday, either (1) will 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, or (2) will 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 XV (Overtime) for the same time worked.

355 Employees who are off on the holiday, but who work their full appointment fraction during a holiday week, may choose either payment for the holiday at straight time, or having an equal number of hours added to their PTO bank. (See Intent Note for Paragraph 355)

SECTION F.

358 An employee who fails to work on a holiday when assigned or called in shall not receive holiday pay as provided in Section C. unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article XXIX (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.

361 There will be one holiday request period each year. 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 1) From January 1 through January 15, employees may request holiday time off on not more than two (2) of the following four (4):

- a) Memorial Day
- b) Independence Day
- c) Labor Day
- d) Thanksgiving Day and the day after Thanksgiving, and

363 2) Employees may request holiday time off on not more than one of the following two holidays and will be guaranteed either Christmas Day or New Year's Day off. (See Appendix D, Paragraph 63/A, for complete Vacation and Holiday Request Times.)

364 When scheduling employees to work on a holiday in a unit, the supervisor will endeavor to find volunteers from among the employees in the classification needed. If sufficient volunteers cannot be found, employees will be assigned to work on the holiday according to the following procedure.

365 First priority in holiday scheduling will be given to requests off in seniority order, highest to lowest.

366 1) By February 1 of each year, each unit will post the tentative holiday schedule. 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 (Memorial Day through New Year's Day) will be considered together and requests granted on the basis of equity within the current holiday schedule (Memorial Day through New Year's Day) and seniority. Following the New Year's holiday each year, the new holiday schedule will be the basis for equity for the next year.

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

1) Process to release employees during schedule development:

a) No employee will be allowed to take a second additional holiday off until all employees have had an opportunity for one additional holiday off.

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.

c) Such assigned time off on holidays will be equitably distributed among employees on an annual basis, and will be assigned independent of any assigned time off.

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

370 Employees required to work on a holiday will be granted their shift preference in accordance with the following sequence:

a) Employees assigned to a straight shift will be scheduled on their straight shift in seniority order, highest to lowest;

b) Employees assigned to a rotating shift will be assigned to either of their shifts, in seniority order, highest to lowest;

c) Employees not assigned in accordance with a) or b) above will be assigned to the remaining available shifts based on seniority, highest to lowest;

d) 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 a., b., or c. above or require payment of overtime according to Article XV.

371 Nothing in this procedure precludes an employee from volunteering to work additional holidays. 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, changes in assignment shall be 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 Manager of Medical Campus 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 XLVI (Dispute Resolution Procedure and Mediation Procedure) and Article XLVII (Arbitration Procedure) beginning with step two.

ARTICLE XXXV
FUNERAL LEAVE PAY (BEREAVEMENT)

403 In the event of the death of an employee's spouse or a significant other non-related person 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 or 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) work days 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 vacation time.

404 In the event that an employee is on vacation, the provisions of this Article nevertheless shall apply.

ARTICLE XXXVI
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 vacation or an excused absence.

ARTICLE XXXVII
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 XXXVIII
LEAVES OF ABSENCE

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 XXIX and supplemental disability pay if applicable, under Article XXX 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 the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, childcare and family medical leaves. 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. (See Intent Note for Paragraph 411A)

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 leave. (See Intent Note for Paragraph 412)

SECTION B. DISABILITY

413 Subject to, and consistent with, the University Disability Plan, as provided in this agreement under Article XXXIX, 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

415 An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee, 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 I and the time required for placement. An employee on military leave of absence shall not be eligible for benefits under the Disability Plan.

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 the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, childcare and family medical leaves. 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. (See Intent Note for Paragraph 416)

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 the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, childcare and family medical leaves. 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 or grandparent or other related individual whose care is the responsibility of the employee, spouse or domestic partner. (See Intent Notes for Paragraph 416A)

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 Medical Campus Human Resources Department.

419 An employee with at least one (1) year of seniority may make a written request for a leave of absence if appointed to a full-time non-civil service office or committee of a policy-making nature or one of significant responsibility such as, but not limited to, the head of or assistant to the head of an office, department or branch of the Federal, State or Local government. Such a leave will be limited to the term of the appointment but in no case to exceed two (2) calendar years. An extension of the leave for an additional period of up to one (1) year may be granted at the discretion of the Medical Campus 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 Medical Campus Human Resources Department. An employee on a leave for governmental service shall not be eligible for benefits under the Disability Plan.

SECTION I. EDUCATIONAL LEAVE

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

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

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

SECTION J. RETURN TO ACTIVE EMPLOYMENT

- 423 Return to active employment prior to the expiration of any leave of absence, or any extension, shall be at the option of the University. The University, at its option and without cost to the employee, may require that a physician or physicians examine the employee before returning the employee to active employment. If returning from a personal medical, childcare or family medical leave within twelve (12) weeks, the designated physician may not be a University employee.

- 424 In addition, and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have a certificate of satisfactory service and apply for re-employment within ninety (90) calendar days after release from duty. Employees who are hospitalized and simultaneously released from the military, must apply for re-employment within ninety (90) calendar days following release from the hospital.

- 424A An employee eligible to return from a military leave of absence will be placed in the same position, shift, unit and schedule. In addition, time while on active duty will count in placement on the salary grid. (See Intent Note for Paragraph 424A)

- 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 XXVI. (See Intent Note Paragraph 426)

- 426A An employee returning from an unpaid personal medical, childcare or family medical leave of absence not exceeding twelve (12) weeks, will be returned to the employee's former position. (See Intent Note for Paragraph 412)

- 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 XXXIX, (Benefit Plans).

- 429 An employee who is granted a leave of absence for a period of six (6) months or less shall, upon written request, have up to forty

(40) hours of accrued PTO retained, provided the request is made to the supervisor prior to the beginning of the leave of absence.

429A Accrued PTO time need not be paid off prior to commencement of a reduced effort schedule or intermittent personal medical or family medical leave of absence.

430 During a leave of absence in excess of six (6) months, an employee will not accrue work experience for purposes of determining the appropriate step on the Wage Schedule, Appendix A, except in cases when the University evaluates the education gained on an educational leave to be equivalent to work experience.

431 Subject to, and consistent with, the Group Health Insurance Plan, the University will continue its portion of health benefit contributions during the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, child care and family medical leaves for those employees with twelve (12) or more months of service. 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., E., H., and I.

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 nor more than four (4) months. The use of this leave shall be limited to employees in units which have an identified seasonal fluctuation of clients. Paid Time Off (PTO) accrual shall cease during the period of seasonal leave of absence and shall resume upon return to work. University contributions to health, dental and life insurance will continue during the seasonal leave of absence and employee contributions to these plans (if any) will be deducted from the last paycheck prior to the seasonal leave. (See Paragraph 185)

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 XXVI, Reduction of the Working Force and Recall Procedures, will be applicable. If the position still exists but the employee can no longer perform the full range of duties of the position that existed prior to the leave, the University and the Association will meet and attempt to make arrangements for the employment of the employee.

ARTICLE XXXIX
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. HEALTH INSURANCE

441 During the term of this Agreement, no less than the Michigan Blue Cross/Blue Shield and the United of Omaha Major Medical schedule of hospital and medical benefits in effect at the execution date of this agreement will be provided and maintained.

442 The Group Health Insurance Plan shall be as provided by the University within the Flexible Benefits Program in the same manner and to the same extent as provided to non-bargained for employees with the following exceptions:

- a) Employees working at least twenty (20) hours per week are eligible for Health Insurance Benefits at the same level as full-time employees.
- b) The employer will contribute up to \$439.00 per month toward the cost of the group

health care programs offered by the University and the employee's contribution will not exceed \$225.00 per month for full family coverage if the total premium for full family coverage does not exceed \$664.00 per month. If the total health insurance premium exceeds or is less than \$664.00, the \$439.00 and \$225.00 shall change to reflect one-half the increase or decrease. However, the University contribution toward any group health care program selected shall not exceed the contribution toward premiums of the Blue Cross/Blue Shield and United of Omaha Major Medical plans for one person, two persons, or full family coverage.

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 sixty (60) days of the eligibility date will be automatically enrolled in the Comprehensive Major Medical Plan. "Opt down" credits will not be provided if automatic enrollment occurs.

442C No matter concerning the Group Health 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. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

SECTION B. GROUP LIFE INSURANCE

444 During the Term of this Agreement, the Enhanced Group Life Insurance Plan shall be as provided by the University within the Flexible Benefit program in the same manner and to the same extent as provided to non-bargained for employees. The amount of life insurance coverage elected by an employee may range from five thousand dollars (\$5,000) at the minimum to an amount equal to six (6) times the employee's salary. Salary as indicated is based upon an employee's job rate for a normal forty (40) hour work week, excluding overtime and other premiums.

444A The cost of the Enhanced 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. An employee may receive "Opt out or Opt down" credits based on the option selected. The University pays a portion of the cost and the employee pays any remaining portion, in the same manner and to the same extent as provided to the non-bargained for employees.

444B Active employees age 65 and over are subjected to scheduled reductions, however, coverage for active employees will not be reduced below five-thousand dollars (\$5,000).

444C The Dependent Life Insurance plan shall be as provided by the University within Flexible Benefits Program 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 1) The amount of the principal sum of insurance for employees shall be fifty thousand dollars (\$50,000) or five (5) times base annual salary, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.

447 2) The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).

448 3) One half (1/2) the principal sum for loss of any one member.

449 4) 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, except that the following, consistent with the terms of the plan, shall not be changed during the term of this Agreement:

451 1) 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 base income, and except on base income over thirty thousand dollars (\$30,000) per year after four (4) years of service.

452 2) 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 3) 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 monthly base income (forty percent (40%) of base salary above fifty thousand dollars (\$50,000)), 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).
- 454 4) 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 in 3 above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed sixty-five percent (65%) of the employee's monthly base income.
- 455 5) 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.
- 456 6) 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 7) Benefits are continued to the earliest of recovery, death or retirement at age sixty-five (65).

SECTION E. RETIREMENT PLAN

- 458 During the term of this Agreement the TIAA/CREF Retirement Plan with no less than the following will be provided and maintained: (See Paragraphs 215A-D and Intent Note for Paragraph 458).
- 459 1) The University will contribute an amount equal to ten percent (10%) of the employee's earnings each month and the employee will contribute an amount equal to five percent (5%) of the employee's earnings each month, or
- 460 2) At the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five percent (5%) of the employee's Social Security base earnings each month and the employee will not contribute. When earnings are in excess of the Social Security base, 1 above shall apply.
- 460A If the University revises the current retirement plan with respect to retirement eligibility for employees who have reduced their appointment fraction below fifty per cent (50%) or twenty (20) hours per week for University employees not represented by a labor organization, the same revision will be extended to employees covered by this Agreement in the same manner and to the same extent.

SECTION F. DENTAL ASSISTANCE PLAN

- 461 After one year of continuous University service, the Dental Plan shall be as provided by the University within the Flexible Benefits Program. 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 provide a monthly "opt out" credit to those employees who elect no dental coverage and have at least one (1) year of continuous service. The "opt out" credit 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.

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. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.

462 Group auto/homeowners liability, long-term care group insurance, legal and vision plans shall be as provided under the Flexible Benefits Plan 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 Flexible Benefits Plan.

ARTICLE XL COMMITTEES

SECTION A. NURSING PRACTICE COMMITTEES

464 Each unit will post the membership list, dates and meeting times of any meetings in the appropriate areas. All employees are encouraged to present their views to a member of these committees prior to meetings. (See Intent Note for Paragraph 464)

465 A copy of the minutes of these committee meetings shall be sent to the Association Chairperson.

466 Any forum used to discuss nursing practice will include Clinical Nurse I's and Clinical Nurse II's.

SECTION B. OTHER COMMITTEES

468A In the event that the University, through the Medical Campus Human Resources Department, and the Association mutually agree to establish a joint committee not provided for in this Agreement, and provided mutually satisfactory arrangements can be made, the Association may designate any employee(s) for the committee. Such employees shall be the Association's representative(s) and will suffer no loss of time or pay when attending scheduled meetings of the committee.

SECTION C.

468B (See ARTICLE XIV, 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 XLI
INCLEMENT WEATHER

469 In the event of inclement weather conditions, University Hospital 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:

470 1) Contact his/her immediate supervisor, as soon as possible regarding his/her inability to get to work; and

471 2) Remain available to come to work if transportation is provided by the University.

472 Employees who are at work shall be prepared to remain at work, if necessary, until such time as the inclement weather conditions have subsided and other employees report to work to replace them. Once inclement weather conditions have subsided and other employees report to work to replace them, employees who were transported to work by the University during the inclement weather period 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.

473 Subsequent to the declaration of an Inclement Weather Period 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 Inclement Weather Period shall be without loss of regular pay provided the employee meets the conditions as set forth in #1 and #2 above.

ARTICLE XLII
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, "S" 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 or (2) prepares the employee to enroll in one that is job-related. 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 approved. (See Intent Notes for Paragraph 477)

a) 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.

b) 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 \$800 per term. Part-time employees with a 50% or greater appointment are eligible for tuition support proportional to their appointment fraction. For example, an employee with an 80% appointment would be eligible for tuition support of the lesser of \$480 (80% of 75% = 60% x \$800 = \$480) or 60% (80% of 75% = 60%) of the sum of in-state tuition plus registration fees. (See Intent Notes for Paragraph 477)

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 Tuition Reimbursement

In order to receive tuition reimbursement, the employee must provide the manager with:

- 1) An official grade report showing successful completion of the course as defined in Paragraph 474, and
- 2) A paid bill or receipt indicating the amount of tuition and fees the employee has paid. Tuition reimbursement will be included in the employee's regular paycheck.

481 Tuition Advance

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: 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.

- 2) In accepting a tuition advance, the employee agrees that if he/she does not: 1) successfully complete the class as defined in Paragraph 474, and 2) 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.

ARTICLE XLIV
OCCUPATIONAL HEALTH & 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 Medical Campus Human Resources Department, will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Association.

485 A Safety Committee of University and Association representatives shall meet once a month for a regularly scheduled meeting to discuss unsafe conditions and safety ideas. 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 Safety Committee 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 Safety Committee 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.

Representatives of the Association, not to exceed four (4), who have been designated as regular members of the Safety 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 Safety 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.

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 hours. (See Intent Note for Paragraph 486;

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.
- 488 2) Other services which may be offered to employees include:
- a) new employee screening;
 - b) mandatory programs including tuberculosis surveillance and immunizations;
 - c) infectious disease exposure follow-up;
 - d) initial and periodic health appraisals for employees in high risk areas;
 - e) supervisor-requested physical;
 - f) hepatitis surveillance;
 - g) pregnancy testing for employees who suspect they are pregnant and work in high risk areas; and
 - h) employee information about infectious diseases and/or occupational health risks.

SECTION D.

- 489 The location for provision of the services described in Section C1 and C2 will be the Employee Health Service 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 Medical Service Plan 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 Employee Health Service or other designated location.

- 492 Whenever an employee requires emergent health care or during hours when the Employee 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 Employee Health Service 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 Employee Health Service 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 Employee Health Service 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 Employee Health Service 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 Employee Health Service or other designated location.

ARTICLE XLV 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. NOTIFICATION TO ASSOCIATION

499 As soon as possible the University will orally notify the Association Chairperson, or

other person designated in writing, if available, of the disciplinary layoff or discharge. (See Intent Note for Paragraph 499)

500 In addition, the University shall give the Association Chairperson, or other person designated in writing, written notification of any disciplinary action taken which involves a written reprimand, disciplinary layoff, or discharge, including a copy of any written notification to the employee and letters of reprimand and disciplinary layoff, if any, involved in the decision, within five (5) calendar days after the action is taken. If an Association Representative is present to meet with the employee following the giving of discipline which involves a written reprimand, disciplinary lay-off or discharge, he/she will be given a copy of any written reprimand or notification given to the employee. Further, the University will, upon request, provide the Association with relevant information related to an employee's discipline within five (5) working days following the request. Compliance with these requests will be conducted in a manner which preserves the rights of employees and the confidentiality of patient medical records.

SECTION D. REVIEW PROCEDURE

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 used. (See Intent Note for Paragraph 501A)

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 The University shall notify the Association Chairperson, or other person designated in writing, prior to discharging an employee. Thereafter, and prior to final decision by the University, the Association, through its Association Chairperson or other designate, shall have the opportunity to review the case with University representatives, provided such review is requested by the Association within two (2) calendar days after notification by the University of such proposed action.

504 This review shall be held within two (2) calendar days after request by the Association. The employee and immediate supervisor will be at the review unless this requirement would not permit the review to be held within the two (2) calendar day period because of the unavailability of the employee or the absence from work of the supervisor, provided however, that the University and the Association may arrange for another mutually agreeable time.

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 E. 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 F. 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 G. 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 H. of this Article provided, in either option, that the dispute is submitted in writing at Step Two of the Dispute Resolution Procedure within seventy-two (72) hours after receipt by the Association of the University's notice under Section C.

511 Failure to submit a written dispute by the Association on behalf of the employee within three (3) working 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 1) 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 H. 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 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 G.) 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 1) 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 at 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 2) 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 3) 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 4) 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 5) The hearing of the Review Panel will not be public.
- 526 6) The Review Panel shall cause all witnesses to swear to or affirm the truth of their testimony.
- 527 7) 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 8) 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 9) 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 XLVI
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 Chairperson of the Association and the representative of the Medical Campus 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 1) Association - The Association will be represented in the Dispute Resolution Procedure as follows:
- 537 a) 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. (See Intent Note for Paragraph 537)
- 538 b) 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 c) The Association Chairperson who shall be a non-probationary employee.
- 540 d) 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 e) 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 Medical Campus Human Resources Department.
- 542 f) A District Representative, alternate District Representative, Area Representative, or the Association Chairperson, 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.
- 543 At the request of the Association Chairperson, and provided satisfactory arrangements are made through the Medical Campus Human Resources Department, the Association 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 Chairperson made known to the Medical Campus Human Resources Department in advance and in writing, any non-probationary employee designated by the Association may function as a substitute for the Association Chairperson for the purpose of this paragraph.

- 544 2) University - The University will be
represented in the Dispute Resolution
Procedure as follows:
- 545 Step 1 -- The immediate supervisor of the
involved employee.
- 546 Step 2 -- The Director of Nursing or
designee. At the discretion of the
Association and the University, the manager
may attend the Step Two hearing.
- 548 3) List of Representatives.
- 549 a) The Association shall furnish the
Chairperson of the University's Review
Committee 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
Chairperson of the University's Review
Committee. 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 b) The University shall furnish the
Chairperson of the Association with a
list of its Assistant Directors of
Nursing, Director Associates,
Directors of Nursing and Department
Heads and their office locations, and
the members of the University Review
Committee. 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:
(See Intent Note for Paragraph 551)
- 552 1) STEP ONE -- 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. If a resolution is not reached
during this discussion, 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, the employee may request further
discussion. In this event, an interest-
based problem solving meeting will be held,
with the employee, the employee's
supervisor, an Association Representative
and, at the supervisor's discretion, an
assistant 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 2) 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 the Director of Nursing,
provided the appeal is submitted within the
thirty (30) calendar day period from which
the first step discussions with an
Association Representative first began.
- The appeal must be in writing and will
include the following:
- a) a statement of the facts in dispute;
- b) the interests of the involved parties;

- c) the relevant provisions of the Agreement;
- d) remedies or options identified to resolve the dispute; and
- e) a summary of the previous discussion(s).

554 The dispute shall be dated and signed by the involved employee and the District Representative.

557 Within twenty-one (21) calendar days following receipt of an appeal by the Office of the Director of Nursing, a STEP TWO meeting, attended by the Director of Nursing or Department Head or a designee and the Association Area Representative or designee, will be convened to review the appeal with the employee, the employee's supervisor and other individuals who can contribute relevant facts concerning the dispute and to continue problem solving, utilizing an interest-based problem solving model. 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 Medical Campus Human Resources Department may be present. (See Intent Notes for Paragraph 557)

557A Within thirty (30) days of the conclusion of the STEP TWO discussion, a report will be issued by the parties, containing the following elements:

- 1) A statement of the dispute;
- 2) the interests of the involved parties;
- 3) the relevant provisions of the Agreement;
- 4) remedies or options identified to resolve the dispute;
- 5) Either the agreed upon resolution, signed by the University and the Association, or a summary of the previous discussion(s).

Where the Association and the University are unable to resolve their differences, the Association may request that the University supply a written statement entailing the Employer's position in the matter. The Association may submit a written response or otherwise include in its "Notice of Arbitration" a statement of the Association's position.

557B A representative(s) of the appropriate operating or administrative unit may be included in the discussions at this meeting. In addition to the Chairperson of the Association and the involved employee, the Association may have an employee who is not scheduled to work during the time of this meeting and not more than two (2) representatives from the Michigan Nurses Association State Office at the meeting. Within the thirty (30) calendar day period following such a meeting, the Chairperson of the Association 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 Chairperson of the Association, explaining the reasons for the delay.

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 Manager of Staff and Union and the Director of Nursing or their designees, the Chairperson of UMPNC, the appropriate Area Representative, a representative of MNA, and the grievant. 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: (See Intent Note for Paragraph 559)

560 1) 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 2) The list can only be altered by mutual agreement of the Association and the University.

562 Where no mediation agreement is reached, the Association may proceed to arbitration provided the submission is received within thirty (30) calendar days of the date either party concludes that a mediation agreement cannot be reached.

563 Within eighteen (18) months following the implementation of the mediation system, the Association and the University shall jointly review and evaluate the system for necessary modifications.

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

SECTION G. TIME LIMITS ON APPEALS

565 1) Any complaint or dispute not processed within the specified time limits shall be considered settled on the basis of the last answer and not subject to further review, but shall not prejudice the position of either party with respect to a dispute involving the same issue at that unit or any other unit of the University.

566 1a) If a dispute has not been heard within thirty (30) calendar days of the filing date, and there is no extension granted, the dispute may be submitted to the next

step of the dispute resolution and arbitration procedure.

567 2) A dispute may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be cancelled. If the dispute is reinstated, financial liability, if any, shall date only from the date of such reinstatement, provided, however, reinstatement must occur within the specified time limits for appeal.

568 3) Where one or more disputes involve a similar issue, those disputes by mutual agreement may be held in abeyance without prejudice, pending the deposition of an appeal, to STEP TWO or arbitration of a representative case. In such event, financial liability, if any, will not be affected except as set forth in other Articles of this Agreement.

569 4) Whenever time limits are used in this Article, actual receipt or a postmark, if mailed, will control.

SECTION H. TIME LIMIT ON CLAIMS

570 1) No claim, including claims for back wages, except as provided in 2 below, by an employee covered by this Agreement or by the Association, against the University, shall be valid for the period prior to thirty (30) calendar days prior to the date the dispute is brought to the attention of the University through this procedure.

571 2) No claim for back wages by an employee which is the result of improper time recording, calculation of pay, or step placement within the pay grade shall be valid for the period prior to twelve (12) months prior to the date the dispute is brought to the attention of the University through this procedure.

SECTION I. CLARIFICATION OF INTENT

572 Agreements between the parties involving clarification of intent of any provision of the Agreement, or issues of mutual concern, will be

written and approved by the University and the Association.

SECTION J. CONFIDENTIALITY OF DISPUTE
RESOLUTION PROCEDURE

573 Information and data related to matters processed through Article XLV Discipline or Article XLVI, Dispute Resolution Procedure and Mediation Procedure and Article XLVII, 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 XLVII
ARBITRATION PROCEDURE

575 1) Notice of Arbitration - Any dispute as defined in Section A., B. or C. of this Article which is not resolved at STEP TWO within the thirty (30) calendar day period following the discussion 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 Chairperson of the University Review Committee 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 discussion at STEP TWO, whichever date comes first. At the request of the Association prior to the end of the time period, and on a case by case basis, the thirty (30) or sixty (60) calendar day period may be extended by the University. Such notice shall identify the dispute and the issues, set forth the provisions of the Agreement involved, and set forth the rationale explaining how the Agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the dispute shall be considered settled on the basis of the STEP TWO answer. (See Intent Notes for Paragraph 575)

575A 2) Selection of an Arbitrator - Following the written notice to the Medical Campus Human Resources Department, the University and the Association shall attempt to select an arbitrator. If an arbitrator is not selected, then an effort will be made to agree upon the agency which will provide a list of arbitrators. In either case this effort to agree will take place within the forty-five (45) calendar day period following receipt of the written notice. Thereafter, the Association, or the University or both, within the next ten (10) calendar days only may request the agency selected, or if none is mutually agreed upon, either the American Arbitration Association, the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commissions, to submit a list of five (5) or more qualified arbitrators, none of whom may be in the employment of the University. If both the University and the Association independently solicit a list from a different agency, the earliest postmarked request shall determine which list is to be used if the parties can not 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 3) Terms and Conditions of Arbitration - Every dispute submitted to an arbitrator for decision shall be subject to the following terms and conditions:

577 a) Either the University or the Association, or both, shall notify the arbitrator of the selection and upon

the arbitrator's acceptance shall forward to the arbitrator a copy of the dispute, the University's answer to STEP TWO, the Association's notice of intent to arbitrate and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, 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 b) Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
- 579 c) At the time of the arbitration hearing, both the University and the Association shall have the right to examine and cross-examine witnesses.
- 580 d) Upon the request of either the University or the Association, or both, a transcript of the hearing shall be made and furnished 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 e) At the close of the hearing, the arbitrator shall afford the University and the Association a reasonable opportunity to furnish briefs.
- 581 f) The jurisdictional authority of the arbitrator is defined as and limited to the determination of any dispute as defined in Section A., B. or C. submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.

- 582 g) 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 h) The fees and expenses of the arbitrator shall be shared equally by the University and the Association.

582B i) 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 j) 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 3 (Release Time for Association Business).

582D k) 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.

582E l) 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 m) 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 4) 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 XLVIII 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 practicable 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 Medical Campus 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 conference. (See Intent Note for Paragraph 583)
- 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 XLIX PROFESSIONAL ACTIVITIES AND EDUCATION

- 587 Absence from the unit for attendance at professional conferences, or research or training at an on or off campus site or absence for attendance at a work related educational program such as a conference, seminar, or workshop, shall be subject to approval as to the relevance of the subject matter to the profession and the service needs of the Unit. On an annual basis, manager and employees will jointly identify professional activities, goals, and the means to achieve them. In

addition, employees may request to participate in other professional development activities, including professional associations. Approval of these requests is at the discretion of the supervisor. Employees will request hospital business time during the schedule request period whenever possible.

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 N-1 through N-5 - not less than eight (8) hours per year.
- 2) Pay grade N-6 (CRNA) as follows:
 - a) Effective July 1, 2001 - not less than three (3) days each year.
 - b) Effective July 2, 2002, not less than five (5) days each year, prorated to appointment fraction except that no employee will receive less than three (3) days.

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 in the attendance at relevant professional conferences, seminars and other appropriate professional development activities according to the following schedule:

EDUCATIONAL FUNDS FOR PAY GRADES N-1 - N-5

590 For the period July 1, 2000 through June 30, 2004, two hundred thirty-five thousand, five hundred dollars (\$235,500) per year will be allocated at the unit level proportionate to the number of budgeted full time equivalent positions in the N-1 through N-5 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. (See Intent Note for Paragraph 590)

NURSE PRACTITIONERS AND CERTIFIED NURSE MIDWIVES

591 Effective July 1, 2001, additional funding will be available so that each employee with an appointment fraction of fifty per cent (50%) or more in the Nurse Practitioner or Certified Nurse Midwife classification will receive a total of \$500 annually.

CERTIFIED REGISTERED NURSE ANESTHETISTS

592A Effective July 1, 2001, \$1,500 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 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.

ARTICLE L
RELEASE TIME FOR ASSOCIATION BUSINESS

SECTION A.

593 The Chairperson of the Association shall 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 XIV, Section C., Discipline; Article XLVI,

Section E., Dispute Resolution Procedure and Mediation Procedure; and Article XLVII Arbitration Procedure; Article XLVIII, Conferences; Article IX, Association Orientation; and other joint meetings with the University. The Chairperson will maintain his/her classification title and pay grade during his/her term(s) of office. At the conclusion of his/her term in office as chairperson of the Association he/she will return to a position within the same pay grade. At the Chairperson's option, he/she will return to his/her former position. (See Intent Note for Paragraph 593)

594 In the event, however, the Chairperson ceases to perform the functions set forth in this Section or designates a representative when otherwise available (sickness, vacation, 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 Vice Chairperson shall be released from regularly assigned work at no loss of regular pay, benefits or seniority for up to four (4) days (thirty-two hours) per week. 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 a total of four (4) days (thirty-two hours) per month, plus the balance of hours not used by the Vice Chairperson, 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 so that the Vice-Chairperson may provide coverage for the absence. Total release time for the Vice Chairperson, Secretary, Treasurer, and Area

Representatives shall not exceed an average of twenty (20) days (one-hundred sixty hours) per month in a twelve (12) month period.

SECTION E.

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.

597 Excused absences, without pay, will be considered time worked except as otherwise provided in this Agreement.

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

601 The parties agree that it is highly advantageous to employ regular employees, LPNs and aides to provide nursing care. However, the parties recognize that in our environment it may be necessary to employ temporary and/or "agency" nurses.

601A If a unit-based temporary employee 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 position. If no need exists, the temporary assignment may be extended by mutual agreement.

601B A unit-based temporary employee may not hold a position which requires work of an average of twenty (20) or more hours per week for longer than one (1) year without mutual agreement.

602 The University will provide employees charged with the responsibility for assigning work to temporary and/or "agency" nurses, any known information regarding work the temporary and/or "agency" nurse is not qualified to perform that regular employees on the unit are customarily assigned.

603 Further, the parties agree that regular unit employees will receive priority over temporary and/or "agency" nurses when unit work schedules are being developed. The University will 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 unit based temporary employees to the schedule. (As outlined in the sequence of Paragraph 91) (See Intent Note for Paragraph 603)

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 LIII CHARGE NURSE GUIDELINES

605 The Hospitals' and unit specific charge nurse guidelines will be reviewed annually and revised if necessary. A reasonable number of employees whose work assignments include charge nurse responsibility will be given the opportunity to provide input to the review and revision process. Upon request, the Association will be given copies of the guidelines.

605A Charge nurse patient assignments will be adjusted to reflect the responsibilities and expectations of the charge nurse duties. (See Intent Note for Paragraph 605A)

ARTICLE LIV SEVERABILITY

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

ARTICLE LV 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 LVI, 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 LVI
TERM OF AGREEMENT

608 This Agreement shall become effective on April 11, 2001 and shall remain in full force and effect until and including June 30, 2004, and thereafter from year to year unless within the thirty (30) day period immediately preceding April 1, 2004 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 11th day of April, 2001.

For the Regents of The
University of Michigan

The Michigan Nurses
Association

<i>Deborah Childs</i>	<i>Deborah Stoll</i>
<i>Candice Lovell</i>	<i>Therese C. Casada R</i>
<i>Mary Louise Brown</i>	<i>Helen Baumgartel RN</i>
<i>Robert W. Wright</i>	<i>Stephen J. Van R</i>
<i>Joseph P. Miller</i>	<i>Chris Brown R</i>
<i>Christina</i>	<i>Angela M. Lewis</i>
<i>Charles Spill</i>	<i>Christina Anderson</i>
<i>Frederick Kutnyk</i>	<i>John Amelgos</i>
<i>Timothy Wood</i>	<i>Andon Vocant</i>

APPENDIX A
WAGE SCHEDULES FOR PAY GRADES N-1 - N-5

SECTION A. IMPLEMENTATION

Schedule A - N-1 - N-5

609 Effective with the execution date of this Agreement, 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 - N-1 - N-5

610 Effective June 24, 2001 for bi-weekly paid employees and July 1, 2001 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 - N-1 - N-5

611 Effective June 23, 2002 for bi-weekly paid employees and July 1, 2002 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 618.

Schedule D - N-1 - N-5

611A Effective June 22, 2003 for bi-weekly paid employees and July 1, 2003 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 D, Paragraph 619. (See Memorandum of Understanding, Paragraphs 720 - 721)

Retroactive Payment N-1 - N-5

611B A retroactive payment will be made for those employees who were regular employees on the pay schedule as of July 1, 2003 and who remain regular employees on the date of execution of this Agreement as follows:

- 1) Employees who moved from Minimum to Step One (1) between July 1, 2003 and the date

- of execution of this Agreement will receive a four per cent (4%) retroactive payment calculated on gross wages earned between July 1, 2000 and the first anniversary date, and a two per cent (2%) retroactive payment calculated on gross wages earned from the first anniversary date to the date of execution of this Agreement.
- 2) Employees who were on Steps One (1) through Eight (8) as of July 1, 2000 will receive a two per cent (2%) retroactive payment calculated on gross wages earned from July 1, 2000 to the date of execution of this Agreement.
 - 3) Employees on Step Nine (9) as of July 1, 2000 will receive a two and one-half per cent (2.5%) retroactive payment calculated on gross wages earned from July 1, 2000 to the date of execution of this Agreement. (See Intent Note for Paragraph 611.B.3)
 - 4) Employees who were hired into the University and placed on Step Nine (9) after June 28, 1998 AND who have not received a wage increase or promotion will receive a two per cent (2%) retroactive payment calculated on gross wages from the first anniversary date through June 30, 2000.
 - 5) Employees on Overmax A as of July 1, 2000 will receive a retroactive payment of six per cent (6%) calculated on gross wages earned from July 1, 2000 to the execution date of this Agreement. (See Intent Note for Paragraph 611B.5)
 - 6) Employees on Overmax B as of July 1, 2000 will receive a retroactive payment of four per cent (4%) calculated on gross wages earned from July 1, 2000 to the execution date of this Agreement. (See Intent Note for Paragraph 611B.6)

SECTION B. REVIEW

- 612 In the event an employee believes the placement on a step is not correct, the Medical Campus 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 Medical Campus 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 except that any employee at Overmax A or B as of July 1, 2000 will have step increases effective July 1 of each year as applicable. Step increases for employees at Step 9 during the Agreement which expired on 6/30/00 resumed on the employee's anniversary date after July 1, 2000. Step increases will occur through June 30, 2004. (See Intent Note for Paragraph 613)

616 SCHEDULE A

Grade	Minimum	1	2	3	4	5	6
N-1							
Annual	38,272.00	38,854.40	40,206.40	41,600.00	43,160.00	44,720.00	46,360.00
Monthly	3,189.33	3,237.87	3,350.53	3,466.67	3,596.67	3,726.67	3,865.00
Biweekly	1,472.00	1,494.40	1,546.40	1,600.00	1,660.00	1,720.00	1,784.00
Hourly	18.40	18.68	19.33	20.00	20.75	21.50	22.25
N-2							
Annual		40,788.80	42,224.00	43,680.00	45,302.40	46,968.40	48,682.40
Monthly		3,399.07	3,518.67	3,640.00	3,775.20	3,913.87	4,057.00
Biweekly		1,568.80	1,624.00	1,680.00	1,742.40	1,806.40	1,872.00
Hourly		19.81	20.30	21.00	21.78	22.58	23.38
N-3							
Annual		42,827.20	44,324.80	45,864.00	47,560.80	49,316.80	51,126.40
Monthly		3,568.93	3,693.73	3,822.00	3,964.13	4,109.73	4,260.00
Biweekly		1,647.20	1,704.80	1,764.00	1,829.60	1,896.80	1,965.00
Hourly		20.59	21.31	22.05	22.87	23.71	24.55
N-4/NP-4							
Annual		47,112.00	48,756.20	50,460.80	52,332.80	54,246.40	56,243.20
Monthly		3,926.00	4,062.93	4,205.07	4,361.07	4,520.53	4,683.00
Biweekly		1,812.00	1,875.20	1,940.80	2,012.80	2,086.40	2,163.00
Hourly		22.65	23.44	24.26	25.16	26.08	27.00
N-5							
Annual				74,616.67	75,783.55	77,056.55	
Monthly				6,218.06	6,315.30	6,421.38	
Biweekly				2,869.87	2,914.75	2,963.72	
Hourly				35.87	36.43	37.05	

Grade	7	8	9	10	11
N-1					
Annual	48,172.80	50,086.40	52,291.20	53,352.00	55,203.20
Monthly	4,014.40	4,173.87	4,357.60	4,446.00	4,600.27
Biweekly	1,852.80	1,928.40	2,011.20	2,052.00	2,123.20
Hourly	23.16	24.08	25.14	25.65	26.54
N-2					
Annual	50,585.80	52,803.20	54,912.00	56,014.40	57,969.60
Monthly	4,215.47	4,383.60	4,576.00	4,667.87	4,830.80
Biweekly	1,945.60	2,021.20	2,112.00	2,154.40	2,229.60
Hourly	24.32	25.29	26.40	26.93	27.87
N-3					
Annual	53,123.20	55,224.00	57,857.60	58,822.40	60,860.80
Monthly	4,426.93	4,602.00	4,804.80	4,901.87	5,071.73
Biweekly	2,043.20	2,124.00	2,217.60	2,262.40	2,340.80
Hourly	25.54	26.55	27.72	28.28	29.28
N-4/NP-4					
Annual	58,427.20	60,756.80	63,418.20	64,688.00	66,955.20
Monthly	4,868.93	5,063.07	5,284.83	5,390.67	5,579.60
Biweekly	2,247.20	2,338.80	2,439.20	2,488.00	2,575.20
Hourly	28.08	29.21	30.49	31.10	32.19
N-5					
Annual	78,498.20	81,151.20	84,363.24	86,047.52	89,058.94
Monthly	6,541.60	6,762.60	7,030.27	7,170.63	7,421.58
Biweekly	3,019.20	3,121.20	3,244.74	3,309.52	3,425.34
Hourly	37.74	39.02	40.56	41.37	42.82

617 SCHEDULE B

Grade	Minimum	1	2	3	4	5	6
N-1							
Annual	39,395.20	40,372.80	41,787.20	43,264.00	44,782.40	46,342.40	47,952.00
Monthly	3,282.93	3,364.40	3,482.27	3,605.33	3,731.87	3,861.87	3,994.00
Biweekly	1,515.20	1,552.80	1,607.20	1,664.00	1,722.40	1,782.40	1,844.00
Hourly	18.94	19.41	20.09	20.80	21.53	22.28	23.07
N-2							
Annual		42,411.20	43,868.00	45,427.20	47,008.00	48,672.00	50,352.00
Monthly		3,534.27	3,657.33	3,785.60	3,917.33	4,056.00	4,199.00
Biweekly		1,631.20	1,688.00	1,747.20	1,808.00	1,872.00	1,938.00
Hourly		20.39	21.10	21.84	22.60	23.40	24.22
N-3							
Annual		44,532.80	46,092.80	47,694.40	49,337.60	51,055.60	52,848.00
Monthly		3,711.07	3,841.07	3,974.53	4,111.47	4,258.80	4,409.00
Biweekly		1,712.80	1,772.80	1,834.40	1,898.60	1,965.60	2,034.00
Hourly		21.41	22.16	22.93	23.72	24.57	25.42
N-4/NP-4							
Annual		48,984.00	50,689.60	52,478.40	54,308.80	56,201.60	58,172.00
Monthly		4,082.00	4,224.13	4,373.20	4,525.73	4,683.47	4,845.00
Biweekly		1,884.00	1,949.60	2,018.40	2,088.80	2,161.60	2,237.00
Hourly		23.55	24.37	25.23	26.11	27.02	27.97
N-5							
Annual					77,228.26	78,435.98	79,755.00
Monthly					6,435.69	6,536.33	6,641.00
Biweekly					2,970.32	3,016.77	3,067.00
Hourly					37.13	37.71	38.28

Grade	7	8	9	10	11	12
N-1						
Annual	49,649.60	51,376.00	53,185.60	55,067.60	56,971.20	58,968.00
Monthly	4,137.47	4,281.33	4,432.13	4,588.13	4,747.60	4,914.00
Biweekly	1,909.60	1,976.00	2,045.60	2,117.60	2,191.20	2,268.00
Hourly	23.87	24.70	25.57	26.47	27.39	28.35
N-2						
Annual	52,124.80	53,955.20	55,848.00	57,803.20	59,820.80	61,921.60
Monthly	4,343.73	4,496.27	4,654.00	4,816.93	4,985.07	5,160.13
Biweekly	2,004.80	2,075.20	2,148.00	2,223.20	2,300.80	2,381.60
Hourly	25.06	25.94	26.85	27.79	28.76	29.77
N-3						
Annual	54,745.60	56,659.20	58,635.20	60,694.40	62,816.00	65,020.80
Monthly	4,562.13	4,721.60	4,886.27	5,057.87	5,234.67	5,418.40
Biweekly	2,105.60	2,179.20	2,255.20	2,334.40	2,416.00	2,500.80
Hourly	26.32	27.24	28.19	29.18	30.20	31.28
N-4/NP-4						
Annual	60,216.00	62,316.80	64,500.80	66,768.00	69,097.60	71,531.20
Monthly	5,018.00	5,193.07	5,375.07	5,564.00	5,758.13	5,960.93
Biweekly	2,316.00	2,396.80	2,480.80	2,568.00	2,657.60	2,751.20
Hourly	28.95	29.96	31.01	32.10	33.22	34.39
N-5						
Annual	81,246.67	83,991.49	87,315.95	89,059.18	92,176.01	95,402.17
Monthly	6,770.56	6,999.29	7,276.33	7,421.60	7,681.33	7,950.18
Biweekly	3,124.87	3,230.44	3,358.31	3,425.35	3,545.23	3,669.31
Hourly	39.06	40.38	41.96	42.82	44.32	45.87

618 SCHEDULE C

Grade	Minimum	1	2	3	4	5	6
N-1							
Annual	40,955.20	41,974.40	43,451.20	44,969.60	46,550.40	48,172.80	49,857.60
Monthly	3,412.93	3,497.87	3,620.93	3,747.47	3,878.20	4,014.40	4,154.80
Biweekly	1,575.20	1,614.40	1,671.20	1,729.60	1,790.40	1,852.80	1,917.60
Hourly	19.69	20.18	20.89	21.62	22.38	23.16	23.97
N-2							
Annual		44,075.20	45,614.40	47,216.00	48,880.00	50,585.60	52,352.00
Monthly		3,672.93	3,801.20	3,934.67	4,073.33	4,215.47	4,361.00
Biweekly		1,695.20	1,754.40	1,816.00	1,880.00	1,945.60	2,013.60
Hourly		21.19	21.93	22.70	23.50	24.32	25.16
N-3							
Annual		46,280.00	47,902.40	49,587.20	51,313.60	53,123.20	54,974.40
Monthly		3,856.67	3,991.87	4,132.27	4,276.13	4,426.93	4,582.00
Biweekly		1,780.00	1,842.40	1,907.20	1,973.60	2,043.20	2,116.00
Hourly		22.25	23.03	23.84	24.67	25.54	26.44
N-4/NP-4							
Annual		50,918.40	52,707.20	54,558.40	56,472.00	58,448.00	60,485.60
Monthly		4,243.20	4,392.27	4,546.53	4,706.00	4,870.67	5,040.47
Biweekly		1,958.40	2,027.20	2,098.40	2,172.00	2,248.00	2,326.00
Hourly		24.48	25.34	26.23	27.15	28.10	29.09
N-5							
Annual					80,317.39	81,573.42	82,948.00
Monthly					6,693.12	6,797.78	6,911.50
Biweekly					3,089.13	3,137.44	3,190.00
Hourly					38.61	39.22	39.87

Grade	7	8	9	10	11	12
N-1						
Annual	51,604.80	53,414.40	55,286.40	57,241.60	59,238.40	61,318.40
Monthly	4,300.40	4,451.20	4,607.20	4,770.13	4,936.53	5,109.87
Biweekly	1,984.80	2,054.40	2,126.40	2,201.60	2,278.40	2,358.40
Hourly	24.81	25.68	26.58	27.52	28.48	29.48
N-2						
Annual	54,204.80	56,097.60	58,052.80	60,091.20	62,192.00	64,376.00
Monthly	4,517.07	4,674.80	4,837.73	5,007.60	5,182.67	5,364.67
Biweekly	2,084.80	2,157.60	2,232.80	2,311.20	2,392.00	2,476.00
Hourly	26.06	26.97	27.91	28.89	29.90	30.95
N-3						
Annual	56,908.80	58,905.60	60,964.80	63,107.20	65,312.00	67,600.00
Monthly	4,742.40	4,908.80	5,080.40	5,258.93	5,442.67	5,633.33
Biweekly	2,188.80	2,265.60	2,344.80	2,427.20	2,512.00	2,600.00
Hourly	27.36	28.32	29.31	30.34	31.40	32.50
N-4/NP-4						
Annual	62,608.00	64,792.00	67,080.00	69,430.40	71,843.20	74,360.00
Monthly	5,217.33	5,399.33	5,590.00	5,785.87	5,986.93	6,196.67
Biweekly	2,408.00	2,492.00	2,580.00	2,670.40	2,763.20	2,860.00
Hourly	30.10	31.15	32.25	33.38	34.54	35.75
N-5						
Annual	84,496.54	87,351.15	90,808.59	92,621.55	95,863.05	99,218.25
Monthly	7,041.38	7,279.26	7,567.38	7,718.46	7,988.59	8,268.19
Biweekly	3,249.87	3,359.66	3,492.64	3,562.37	3,687.04	3,816.09
Hourly	40.62	42.00	43.66	44.53	46.09	47.70

619 SCHEDULE D

Grade	Minimum	1	2	3	4	5	6
N-1							
Annual	41,600.00	42,723.20	43,846.40	44,969.60	46,550.40	48,172.80	49,857.60
Monthly	3,466.67	3,560.27	3,653.87	3,747.47	3,879.20	4,014.40	4,154.80
Biweekly	1,600.00	1,643.20	1,686.40	1,729.60	1,790.40	1,852.80	1,917.60
Hourly	20.00	20.54	21.08	21.62	22.38	23.16	23.96
N-2							
Annual		44,075.20	45,614.40	47,216.00	48,880.00	50,585.60	52,332.80
Monthly		3,672.93	3,801.20	3,934.67	4,073.33	4,215.47	4,361.07
Biweekly		1,695.20	1,754.40	1,816.00	1,880.00	1,945.60	2,014.40
Hourly		21.19	21.93	22.70	23.50	24.32	25.16
N-3							
Annual		46,280.00	47,902.40	49,587.20	51,313.60	53,123.20	54,976.00
Monthly		3,856.67	3,991.87	4,132.27	4,278.13	4,426.93	4,579.67
Biweekly		1,780.00	1,842.40	1,907.20	1,973.60	2,043.20	2,116.00
Hourly		22.25	23.03	23.84	24.67	25.54	26.42
N-4							
Annual		50,918.40	52,707.20	54,558.40	56,472.00	58,448.10	60,485.60
Monthly		4,243.20	4,392.27	4,546.53	4,706.00	4,870.67	5,040.47
Biweekly		1,958.40	2,027.20	2,098.40	2,172.00	2,248.00	2,326.40
Hourly		24.48	25.34	26.23	27.15	28.10	29.08
NP-4							
Annual		52,187.20	53,996.80	55,889.60	57,844.80	59,883.20	61,996.80
Monthly		4,348.93	4,499.73	4,657.47	4,820.40	4,990.27	5,165.57
Biweekly		2,007.20	2,076.80	2,149.60	2,224.80	2,303.20	2,384.80
Hourly		25.09	25.96	26.87	27.81	28.79	29.80
N-5							
Annual					60,317.39	61,673.42	62,993.60
Monthly					5,026.45	5,139.45	5,249.47
Biweekly					2,309.13	2,337.44	2,364.73
Hourly					38.61	39.22	39.77

Grade	7	8	9	10	11	12	13
N-1							
Annual	51,604.80	53,414.40	55,288.40	57,241.60	59,238.40	61,316.40	63,460.80
Monthly	4,300.40	4,451.20	4,607.20	4,770.13	4,936.53	5,109.87	5,288.40
Biweekly	1,984.80	2,054.40	2,126.40	2,201.60	2,278.40	2,358.40	2,440.80
Hourly	24.81	25.68	26.58	27.52	28.48	29.48	30.51
N-2							
Annual	54,204.80	56,097.60	58,052.80	60,091.20	62,192.00	64,376.00	66,643.20
Monthly	4,517.07	4,674.80	4,837.73	5,007.60	5,182.67	5,364.67	5,553.60
Biweekly	2,084.80	2,157.60	2,232.80	2,311.20	2,392.00	2,476.00	2,563.20
Hourly	26.06	26.97	27.91	28.89	29.90	30.95	32.04
N-3							
Annual	56,908.80	58,905.60	60,964.80	63,107.20	65,312.00	67,600.00	69,971.20
Monthly	4,742.40	4,908.80	5,086.40	5,258.93	5,442.67	5,633.33	5,830.93
Biweekly	2,188.80	2,266.60	2,344.80	2,427.20	2,512.00	2,600.00	2,691.20
Hourly	27.36	28.32	29.31	30.34	31.40	32.50	33.64
N-4							
Annual	62,608.00	64,792.00	67,080.00	69,430.40	71,843.20	74,360.00	76,960.80
Monthly	5,217.33	5,399.33	5,590.00	5,785.87	5,986.93	6,196.67	6,415.07
Biweekly	2,408.00	2,492.00	2,580.00	2,670.40	2,763.20	2,860.00	2,968.80
Hourly	30.10	31.15	32.25	33.38	34.54	35.75	37.01
NP-4							
Annual	64,147.20	66,396.60	68,702.40	71,115.20	73,611.20	76,190.40	78,852.80
Monthly	5,345.60	5,532.80	5,725.20	5,926.27	6,134.27	6,349.20	6,571.07
Biweekly	2,467.20	2,553.60	2,642.40	2,735.20	2,831.20	2,930.40	3,032.80
Hourly	30.84	31.92	33.03	34.19	35.39	36.63	37.91
N-5							
Annual	84,496.54	87,351.15	90,808.58	92,621.55	95,863.05	99,218.25	102,690.89
Monthly	7,041.38	7,279.26	7,567.38	7,718.46	7,988.59	8,268.19	8,557.57
Biweekly	3,249.87	3,359.86	3,482.64	3,582.37	3,687.04	3,816.09	3,949.65
Hourly	40.62	42.00	43.66	44.53	46.09	47.70	49.37

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

SECTION A. IMPLEMENTATION

Schedule A - N-6

620 Effective May 1, 2001 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 - N-6

621 Effective July 1, 2001 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 - N-6

622 Effective July 1, 2002 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 624C.

Schedule D - N-6

623 Effective July 1, 2003 the Wage Schedule shall be no less than the amount set forth for each step within pay grade N-6 as shown in Schedule D, Paragraph 624D. (See Memorandum of Understanding, Paragraphs 720 - 721)

Retroactive Payment - N-6

624 Employees in the N6 pay grade who were regular employees on the pay schedule as of July 1, 2000 and who remain regular employees on the date of execution of this Agreement will receive a ten per cent (10%) retroactive payment calculated on gross wages earned from July 1, 2000 through April 30, 2001.

624A CRNA Schedule A

Step	1	2
Annual	108,160.00	112,320.00
Monthly	9,013.33	9,360.00
Biweekly	4,160.00	4,320.00
Hourly	52.00	54.00

624B CRNA Schedule B

Step	1	2
Annual	112,486.40	116,812.80
Monthly	9,373.87	9,734.40
Biweekly	4,326.40	4,492.80
Hourly	54.08	56.16

624C CRNA Schedule C

Step	1	2
Annual	116,979.20	121,492.80
Monthly	9,748.27	10,124.40
Biweekly	4,499.20	4,672.80
Hourly	56.24	58.41

624D CRNA Schedule D

Step	1	2
Annual	121,659.20	126,339.20
Monthly	10,138.27	10,528.27
Biweekly	4,679.20	4,859.20
Hourly	58.49	60.74

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, 2004.

APPENDIX B
CLASSIFICATION TITLES AND PAY GRADES

626	N-1	Graduate Nurse Clinical Nurse I
627	N-2	Clinical Nurse II
628	N-3	Clinical Nurse III Clinical Care Coordinator Educational Nurse Coordinator Flight Nurse Specialist Practice Management Coordinator
629	N-4	Clinical Nurse IV Clinical Nurse Specialist Clinical Nurse Consultant Educational Nurse Specialist
629A	N-P4	Nurse Practitioner
630	N-5	Certified Nurse Midwife
631	N-6	Nurse Anesthetist

APPENDIX C
REPRESENTATION AREAS

632 UNIVERSITY HOSPITAL ACUTE CARE

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

CSR Acute Care Cluster

633 UNIVERSITY HOSPITAL INTENSIVE CARE

TICU	Acute Dialysis
NICU	Trauma/Burn
SICU	Emergency Services
CCMU	Survival Flight
CCU	CSR Adult ICU Cluster

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

635 AMBULATORY CARE

Taubman Clinics	Turner Clinic
Employee Health	Practice Management
Cancer Center	Off-site Health Centers

CSR Ambulatory Care Cluster
All practices under the Local Operating Agreement

636 OPERATING ROOMS, RECOVERY ROOMS, PROCEDURE AREAS

Main Operating Rooms	Mott Operating Rooms
Main Recovery Room	Mott Recovery rooms
Kellogg	Medical Procedure Unit
Livonia Surgery Center	Radiology/Angiography
Cardiac Cath/EPS/ECHO Labs	

637 ADVANCED PRACTICE NURSES & OUTLYING AREAS

CRNA's	HomeMed, Home Infusion
Certified Nurse	OB Anesthesia Nurses
Midwives	Vascular Access Team
Clinical Nurse	Blood Bank/Apheresis
Specialists	Radiation Oncology
Educational Services	Student Health Services
Nurse Practitioners	Flint Student Health Svcs.
Dental School	Psychiatric Emergency Svcs.
Livonia Chronic	Acute Pain Services (Adult
Dialysis off-site	& Pediatric)
All remaining Dialysis sites	

APPENDIX D

Vacation & Holiday Request Times

637A

<u>Request Period</u>	<u>Notification Period</u>
January 1-15:	February 1:
Holiday request for	Holiday Schedule Posted
o Memorial Day	
o July 4th	
o Labor Day	
o Thanksgiving	
o Christmas	
o New Years	
February 1-28:	
Vacation Request for May 1 - April 30	
March:	April 1:
o Nurse Manager makes vacation schedule	o Vacation 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 48 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 (3-8's & 4-12's/2 weeks)	.70	(2.53-7-1.83)
D	8/12	40 (4-8's & 4-12's/2 weeks)	.80	(1.83-8-1.03)
E	8	24	.60	(1.03-.6-.43)
F	12	36	.60	(.43-.6=<0)

These six employees would be assigned to straight day shifts.

STRAIGHT DAY SHIFT TABLES

Length of Shift = 8 Hours

Hours/Wk.	# Shifts/2 Wks.	Day Shift Fraction
4	1	.1
8	2	.2
12	3	.3
16	4	.4
20	5	.5
24	6	.6
28	7	.7
32	8	.8
36	9	.9
40	10	1.0

Length of Shift = 10 Hours

Hours/Wk.	# Shifts/2 Wks.	Day Shift Fraction
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

Hours/Wk.	# Shifts/2 Wks.	Day Shift Fraction
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 2 weeks	# 12 Hr. Shifts per 2 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	.7
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	.9
***38	8	1	.9

* These combinations are not possible without paying overtime.

** During 2 week pay period, one week employee has 2 eight hour shifts and 2 twelve hour shifts. The other week, the employee has 3 twelve hour shifts.

*** During 2 week pay period, one week employee has 5 eight hour shifts. The other week, the employee has 3 eight hour shifts and 1 twelve hour shift.

MEMORANDUM OF UNDERSTANDING
RETIREMENT INCENTIVE

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

Robert Childs
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

William J. ...

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

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.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Fredrick Vocino

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Steel

MEMORANDUM OF UNDERSTANDING
DUAL APPOINTMENTS

640 An employee as defined by Article I, 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 XXIX Paid Time Off, and Article XXX Short Term Disability Income.

641 This policy will be made available to affected employees and a copy will be given to the Association.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Fredrick Vocino

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Steel

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 employees. (See Intent Note for Paragraph 642)

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voorn

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Still

MEMORANDUM OF UNDERSTANDING
PERIODIC HEALTH APPRAISAL PROGRAM

643 This confirms that employees who were in the following classifications as of September 30, 1980 will be eligible for the University Periodic Health Appraisal Program, as it exists or is modified in the future: Home Care Coordinator, Education Coordinator, Health Nurse, Nurse Clinician II, Clinical Nursing Specialist, Nurse Anesthetist, Senior Staff Nurse and Nurse Clinician I.

644 After September 30, 1980, employees who are hired or promoted into the above mentioned classifications will not be eligible for participation in the Program.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voorn

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Still

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 XLVIII, 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 and paid according to Paragraphs 710-712 (Memorandum of Understanding, Graduate Nurse).
 - 2) New hires into the bargaining unit on or after April 11, 2001, will be placed no higher than two (2) steps below the maximum regardless of experience.
 - 3) New hires into an Ambulatory Care position on or after of April 11, 2001, will be placed at a step that is two (2) steps below their calculated experience step placement. Subsequent step movement will begin on their first anniversary. (See Intent Note for Paragraph 163B: Unit Categories)
 - 4) New hires or transfers accepting a formal internship or retraining program will be paid at a rate that is five per cent (5%) lower than their calculated experience step placement for the duration of the internship or retraining program.
 - 5) New hires into the classifications of Nurse Practitioner or 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 over the calculated step placement in the M1 pay grade. (See Intent Note for Paragraph 652B)

- 6) Transfers into the classifications of Nurse Practitioner or Certified Nurse Midwife will be placed on the step that provides at least a five per cent (5%) increase. (See Intent Note for Paragraph 652B)
 - 7) New hires or transfers into the classification of Certified Registered Nurse Anesthetist will be placed according to Paragraph 625.
- 653 In this connection a principle to be included in the method used to determine the Starting Rate for a new employee in the bargaining unit shall be that the new employee will not be hired at a Starting Rate that is greater than any current employee in the bargaining unit in the same classification with equivalent experience.
- 654 One full month of credit will be given for each month of full-time employment as a Registered Nurse. Less than full-time employment as a Registered Nurse will be given the corresponding prorated credit. (See Intent Note for Paragraph 654). 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 nor change in any salary which was established before July 29, 1985 as a result of this change in methodology.

Alfred J. White
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vorum

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stoll

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 on Schedules A and B. As such, the schedules include all compensation for Article XVI, Shift Premium, Article XV, Overtime, Article XVII, On-Call and Article XV-a, Assigned Time Off of our Agreement. This rate considers and includes the fact that these employees are expected to work whenever needed.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic Voorn

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stoll

MEMORANDUM OF UNDERSTANDING
WEEKENDS

656 The parties agree that for the purpose of implementing Article XIII (Staffing and Scheduling, Weekends) the weekend periods shall be counted in blocks of four as follows:

<u>2001</u>			
1)	12/23-24 12/30-31 1/6-7 1/13-14	2)	1/20-21 1/27-28 2/3-4 2/10-11
3)	2/17-18 2/24-25 3/3-4 3/10-11	4)	3/17-18 3/24-25 3/31-4/1 4/7-8
5)	4/14-15 4/21-22 4/28-29 5/5-6	6)	5/12-13 5/19-20 5/26-27 6/2-3
7)	6/9-10 6/16-17 6/23-24 6/30-7/1	8)	7/7-8 7/14-15 7/21-22 7/28-29
9)	8/4-5 8/11-12 8/18-19 8/25-26	10)	9/1-2 9/8-9 9/15-16 9/22-23
11)	9/29-30 10/6-7 10/13-14 10/20-21	12)	10/27-28 11/3-4 11/10-11 11/17-18
<u>2002</u>			
13)	11/24-25 12/1-2 12/8-9 12/15-16	14)	12/22-23 12/29-30 1/5-6 1/12-13
15)	1/19-20 1/26-27 2/2-3 2/9-10	16)	2/16-17 2/23-24 3/2-3 3/9-10
17)	3/16-17 3/23-24 3/30-31 4/6-7	18)	4/13-14 4/20-21 4/27-28 5/4-5

19) 5/11-12 5/18-19 5/25-26 6/1-2	20) 6/8-9 6/15-16 6/22-23 6/29-30	21) 7/6-7 7/13-14 7/20-21 7/27-28
22) 8/3-4 8/10-11 8/17-18 8/24-25	23) 8/31-9/1 9/7-8 9/14-15 9/21-22	24) 9/28-29 10/5-6 10/12-13 10/19-20
25) 10/26-27 11/2-3 11/9-10 11/16-17	26) 11/23-24 11/30-12/1 12/7-8 12/14-15	27) 12/21-22 12/28-29 1/4-5 1/11-12
28) 1/18-19 1/25-26 2/1-2 2/8-9	29) 2/15-16 2/22-23 3/1-2 3/8-9	30) 3/15-16 3/22-23 3/29-30 4/5-6
31) 4/12-13 4/19-20 4/26-27 5/3-4	32) 5/10-11 5/17-18 5/24-25 5/31-6/1	33) 6/7-8 6/14-15 6/21-22 6/28-29
34) 7/5-6 7/12-13 7/19-20 7/26-27	35) 8/2-3 8/9-10 8/16-17 8/23-24	36) 8/30-31 9/6-7 9/13-14 9/20-21
37) 9/27-28 10/4-5 10/11-12 10/18-19	38) 10/25-26 11/1-2 11/8-9 11/15-16	39) 11/22-23 11/29-30 12/6-7 12/13-14

2004

40) 12/20-21 12/27-28 1/3-4 1/10-11	41) 1/17-18 1/24-25 1/31-2/1 2/7-8	42) 2/14-15 2/21-22 2/28-29 3/6-7
43) 3/13-14 3/20-21 3/27-28 4/3-4	44) 4/10-11 4/17-18 4/24-25 5/1-2	45) 5/8-9 5/15-16 5/22-23 5/29-30
46) 6/5-6 6/12-13 6/19-20 6/26-27	47) 7/3-7/4 7/10-11 7/17-18 7/24-25	48) 7/31-8/1 8/7-8 8/14-15 8/21-22
49) 8/28-29 9/4-5 9/10-11 9/18-19	50) 9/25-26 10/2-3 10/9-10 10/16-17	51) 10/23-24 10/30-31 11/6-7 11/13-14
52) 11/20-21 11/27-28 12/4-5 12/11-12	53) 12/18-19 12/25-26 1/1-1/2 1/8-1/9	

Stephan Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Verno

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

MEMORANDUM OF UNDERSTANDING
CLINICAL LADDER

- 661 The parties agree that an equitable system of movement through the clinical ladder is desirable. The parties further agree that this is a complex and difficult task within a decentralized nursing system, given the wide range of responsibilities within each clinical area and the differences between units.
- 662 In order to insure that employees are informed of the standards for promotion within the clinical ladder, the University agrees to have accessible on each unit a copy of The Standards and Measurement Tool.
- 662C Orientation and ongoing education will be provided for employees and managers regarding implementation and maintenance of the Standards & Measurement Tool. Only employees educated in the peer review process will be allowed to participate in peer review conducted as part of this process.
- 662D In an attempt to create a system that recognizes professional achievement, a new framework will be designed through a joint process over the life of this Agreement. The joint group will develop criteria, structure and an implementation methodology which will then be recommended to the joint negotiating team for integration into the 2004 contract negotiations.
- 662F The Association Representatives participating in this process will suffer no loss in pay or shift premium, if applicable.

Deborah Still
For the Regents of
The University of
Michigan

The Michigan Nurses
Association -
Fredrick Korman
and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Still

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.

Deborah Still
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Fredrick Korman

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Still

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 absence. (See Paragraph 292 and 662B)
- 675A In the event there exist fewer Clinical II positions in the reconfigured unit, it is not intended that current employees in that classification re-bid for positions.
- 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.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Deborah Stet
and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stet

MEMORANDUM OF UNDERSTANDING
ANNIVERSARY DATES

677 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.

Deborah Still
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Freda J. Moore

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Still

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 opportunities in forecasted growth areas. The Association and the University will be jointly involved with the planning (strategic).

698 It is recognized that content and role expertise can be learned, therefore, decisions regarding potential job opportunities shall demonstrate flexibility and openness. Relevant training programs will be identified and/or developed to assist employees in the transition process, if needed. These will include, but are not limited to:

- Inpatient nurses may be given an opportunity to float to similar outpatient clinics.
- Opportunities will be provided to nurses to gain skills and experience, or observe in emerging and existing areas either through Central Staffing Resource, or on unpaid time. This will allow nurses who are interested to explore other areas prior to making a commitment.

699

It is understood that training and orientation will be initiated prior to the completion of the transition. If the transition results in reduction of the working force, resources will be utilized to assist in the placement of displaced employees. Funds will be solicited to support nurses in the training and development associated with career transitions and development. In addition, training programs will be offered to laid off employees for needs in new practice areas, i.e. primary care, community, and new technology. (Reference Article XXVI).

Deborah Stoll
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic Voris

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stoll

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 Clinical Nurse II 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 overtime. (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.

Deborah Stoll
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic Voris

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stoll

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 insured benefits, as defined in Article XXXIX, 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 may be established in local operating agreements. 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.

Deborah Childs
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voss

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/81

Deborah Stille

MEMORANDUM OF UNDERSTANDING
GRADUATE NURSE

710

This confirms our agreement to create a new classification of Graduate Nurse, which 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 four calendar months, with the specific purpose of allowing time to take the State Boards in order to obtain a Michigan professional registered nurse license. Failure to obtain the license within four calendar months 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 four-month period, the Graduate Nurse will not accrue seniority. Access to scheduled PTO is at the University's discretion. The pay rate will be 15% less than the minimum salary for a Clinical Nurse I in the applicable wage schedule in Appendix A.

712

The Graduate Nurse's title will be changed to Clinical Nurse I, and pay adjusted to the minimum rate of the applicable wage schedule, effective with 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 XXV of this Agreement. Following successful completion of probation, the employee will accrue seniority from the original date of hire as a Graduate Nurse.

Deborah Childs
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voss
and

The University of
Michigan Professional
Nurse Council

Date: 10/24/81

Deborah Stille

MEMORANDUM OF UNDERSTANDING
OVERTIME MANAGEMENT

713 The parties will explore the feasibility of creating alternative roles for areas with on-call requirements.

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.

Deborah Childs
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Kovacs

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stilo

MEMORANDUM OF UNDERSTANDING
WORK REDESIGN OPPORTUNITIES

715 A joint group will be established to identify work redesign opportunities in an effort to decrease nursing workload. If the workload under consideration is nursing work only, this group will oversee the redesign program. If the workload is not solely nursing work, this group will identify employees to participate in the redesign process.

Deborah Childs
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Kovacs

and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01

Deborah Stilo

MEMORANDUM OF UNDERSTANDING
AMBULATORY CARE COLLABORATIVE PRACTICE MODEL

716 In order to promote, support and ensure quality patient care in the ambulatory care setting, a collaborative practice model will be developed by the Association and the University during the life of this agreement. (See Intent Note for Paragraph 163B)

717 The objectives of the model will be to:

- 1) Enhance the nurse/physician relationship;
- 2) Provide a model for delegation and supervision of patient care activities;
- 3) Establish a process for resolving workload concerns that cannot be addressed at the local level;
- 4) Identify opportunities for cost efficiencies in the Ambulatory Care Clinics.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Womack

and

The University of
Michigan Professional
Nurse Council

Date: 10/29/01

Deborah Steele

MEMORANDUM OF UNDERSTANDING
PROFESSIONAL ISSUES

718 The joint bargaining teams agree to mutually conduct a review of current incumbents in the Clinical Nurse III, Clinical Care Coordinator and selected Clinical Nurse II roles to determine the appropriateness of the classification and to establish a benchmark for purposes of future classification.

Deborah Child
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Womack

and

The University of
Michigan Professional
Nurse Council

Date: 10/29/01

Deborah Steele

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.

Deborah Chick
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Fredrick Vroom
and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01 Deborah Still

MEMORANDUM OF UNDERSTANDING
MARKET ASSESSMENT

720 Prior to July 1, 2003, a joint market assessment will be conducted to evaluate the need for any adjustment to the wage schedules. Data will be reviewed to determine whether adjustments should be made to one or more classifications. Criteria for adjustment include:

- 1) Average actual rates below the 75th percentile compared against regional competitors; (see Intent Note for Paragraph 720)
- 2) Vacancy rates exceeding ten per cent (10%) as confirmed by an analysis of budgeted versus filled positions. (Vacancy rate calculation is posted RN FTE divided by filled RN FTE.)
- 3) Overtime triggers.

721 By mutual agreement, adjustments may be made based upon any other criteria that the Association and the University deem appropriate.

Deborah Chick
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Fredrick Vroom
and

The University of
Michigan Professional
Nurse Council

Date: 10/24/01 Deborah Still

CONTRACT ADDENDUM

ADDENDUM A

UNIT-BASED TEMPORARY NURSE GUIDELINES

The intent of the contract language related to scheduling of unit-based temporary nurses is to ensure that regular employees receive priority in scheduling. In addition, there is an interest in having temporary nurses share in working weekend shifts, off shifts and during holiday weeks of those units which schedule on a 24-hour basis. The following guidelines apply to unit-based temporary nurses. Effective April 11, 2002, the guidelines apply to temporary nurses who are part of a CSR cluster.

1. Each unit-based temporary employee working three or more shifts per scheduling period will be scheduled to work a minimum of two weekend shifts per scheduling period (8 hours = 1 shift). The contractual definition of a weekend applies for temporary employees.*

Unit-based temporary nurses who preschedule two or fewer shifts per scheduling period do not have to meet the weekend requirements. They may add additional UNASSIGNED SHIFTS ONLY.

2. Each unit-based temporary nurse will be expected to work a portion of assigned shifts on off shifts (recommended ratio: 25%).

3. Managers may establish additional guidelines based upon individual unit scheduling requirements. Therefore, it is recommended that managers and temporary nurses meet to discuss specific unit expectations.

4. Each unit-based temporary nurse will be scheduled to work the number of shifts during holiday weeks that reflects his/her normal scheduling pattern. Temporary nurses should be scheduled to work shifts during three out of the six holiday weeks and one of these weeks should be Christmas or New Year's week. (A week is defined as Sunday through Saturday during which the holiday falls).

CONTRACT ADDENDUM

Unit-based temporary nurses are to be scheduled after all regular staff are scheduled per contract language.

5. Temporary nurses are to be paid at a consistent level across the Hospitals. The rate has been set according to the labor market and will be adjusted on a central level only following a labor market study. (Periodic audits will be completed to ensure consistency in salary among temporary nurses).

*Guidelines apply to all unit-based temporary nurses regardless of hire date.

CONTRACT ADDENDUM

ADDENDUM B

JOINT UMPNC/UM MANAGEMENT PTO GUIDELINES

As initially agreed in 1998 when the Paid Time Off (PTO) Guidelines were implemented, the Joint UMPNC/Management Implementation Team (JIT) evaluated PTO implementation for 18 months. Based upon an analysis of PTO usage, a survey of nurse managers and anecdotal comments by nurse managers and UMPNC membership, issues were identified and options generated for changes to the guidelines. Based upon the evaluation, the PTO Guidelines were revised effective September 1, 1999. Highlights of the changes together with the JIT rationale are outlined below.

PTO Guidelines were created to support the professional and responsible behavior related to the use of paid time off. It is our collective belief that treating professionals utilizing professional guidelines and principles results in accountable behavior. It is our desire to continue to function from a premise of expecting professional and responsible behavior. As professionals, you deserve to be treated as professional and these guidelines are intended to be responsive to that.

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. It is an expectation that planning for such activities as vacation and leisure be done with sufficient notice to allow the employee to utilize the contractual vacation request period and/or the usual schedule request process.

If the request is denied due to the inability to get resources 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 (e.g., not for vacation or leisure-type activities for the enjoyment of the employee). The continuous use of PTO in an unscheduled manner can be construed as a failure of the system and as behavior that may require intervention. The use of unscheduled time creates a

CONTRACT ADDENDUM

negative impact on patient care and upon the work schedules and subsequent job satisfaction of your colleagues.

Therefore, as a refinement which clarified the original interests and intent of PTO, the following guidelines reflect the changes indicated above. Additional revisions have been made to incorporate changes in the June 2000 Agreement.

1. Employees should request scheduled PTO time as far in advance as possible.

Scheduled Requests:

- Annual Vacation Requests (Annual PTO Requests)
- In seniority order for remaining vacation blocks that are available following the request period on the unit. (See Paragraph 3330).
- Schedule request time - for incidental requests.

Unscheduled Requests

- Requests for needs which became known after schedule request period but greater than 48 hours..
- These requests must be made to the manager.

Unanticipated Requests

- Employee needs that arise with less than 48 hours notice.

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 (either prior to or immediately following the time off), the nurse manager may require an explanation of

CONTRACT ADDENDUM

the absence and verification of the reason, as appropriate.

- If PTO is used for health care appointment (see Paragraphs 333T & 333U).

- Disclosure of reason for absenteeism is required for accessing short-term disability (STD) and bridge bank reimbursement.

3. These guidelines are intended to promote personal and professional responsibility.

- Employees should disclose length of time needed for PTO.

- This will include unscheduled, scheduled and unanticipated 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 schedule request time but greater than 48 hours:

- Submit CSR requests.

- Seek volunteers for overappointment hours.

- Seek unit based temporary availability.

- Review standing overtime requests, if applicable.

- Seek volunteers for overtime.

5. Staff are encouraged to assist with staffing needs related to PTO requests by volunteering to work overappointment hours, volunteering to float and seeking other options for coverage per unit guidelines.

CONTRACT ADDENDUM

6. Trading remains an option within unit guidelines.
7. If PTO accrual is exhausted when previously scheduled PTO time arrives:
 - If PTO accrual is exhausted when scheduled vacation arrives, vacation will be cancelled and the time may be offered to other staff.
 - If PTO accrual is almost exhausted (e.g. 3 days left), 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 exhausted 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)
8. A meeting may be initiated when there is concern related to the continuous use of unscheduled and unanticipated PTO including the use of partial shifts and contiguous unscheduled and unanticipated time with scheduled time. The discussion will include a UMENC representative in addition to the manager and the employee. The purpose of the meeting is to 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, and to develop a mutual plan to minimize the use of unscheduled and unanticipated PTO.

It should be noted that meetings related to any use of unapproved no pay time due to exhaustion of PTO accrual may have the outcome of disciplinary action and should include representation by UMENC and HRD in addition to the manager and employee.

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9. Unanticipated, or last minute requests for partial shifts create an additional burden on remaining staff due to the inability to obtain coverage. 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 (To accommodate an employee's schedule request, the overtime premium in Paragraph 143 will be waived provided there are seven (7) hours between the end of one shift and the beginning of the next shift. In no case shall an employee delivering direct patient care be permitted to return to work following an overtime shift with less than seven (7) hours off between shifts except as noted in Paragraph 175D. (See Article XIII, 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, a meeting may be convened with UMENC, the manager and the employee to review and problem solve as needed.

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10. The continuous use of PTO in an unscheduled or unanticipated manner can be construed as a failure of the system and as behavior that may require intervention. The use of unscheduled or unanticipated 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, unscheduled and unanticipated percentage by period will be provided on a periodic basis.
- Staff are 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.
- When there is a concern about an employee's frequency or regularity of unscheduled and/or unanticipated PTO, a 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/unanticipated time off and to develop a plan to minimize its use.

11. It is not the intent that unscheduled or unanticipated PTO be used to extend a scheduled PTO. However, we recognize that extenuating circumstances may occur in a rare instance. Therefore:

- If unscheduled or unanticipated PTO is taken either prior to and or following a scheduled PTO, the nurse manager may require an explanation of the absence and verification of the reason as appropriate.
- When there is a concern about an employee's frequency or regularity of unscheduled and/or

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unanticipated PTO contiguous to scheduled PTO, a meeting may be convened with UMPNC, the manager and the employee to review and problem solve as needed.

12. 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 vacation/holiday request period and the monthly schedule request period. These processes were thoughtfully crafted by joint team members and modified over the years based upon employee input to provide a fair and equitable system for time off while maintaining adequate staffing for quality patient care. The continuous use of unscheduled and/or unanticipated 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 and unanticipated 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.
- When there is a concern about an employee's frequency or regularity of the use of unscheduled and/or unanticipated time off, a 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.

13. As part of the evaluation process, anecdotal comments were received from staff members about the absenteeism of their colleagues. While the

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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.

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.
- There will be continue to be joint monitoring and evaluation of the system.
- The joint PTO Advisory Group will continue to exist in order to do problem-solving, monitoring and evaluation related to the implementation of the revised PTO Guidelines.

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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.
4. If appropriate accommodated work is not available, the employee may not work and will be placed on the appropriate status (i.e., PTO, STD, 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;

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- 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;
- g. Employee who requests an extension of short-term disability, or an extension of a medical leave of absence;
- h. Employee whose initial request for short-term disability 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 short-term disability 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.

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).

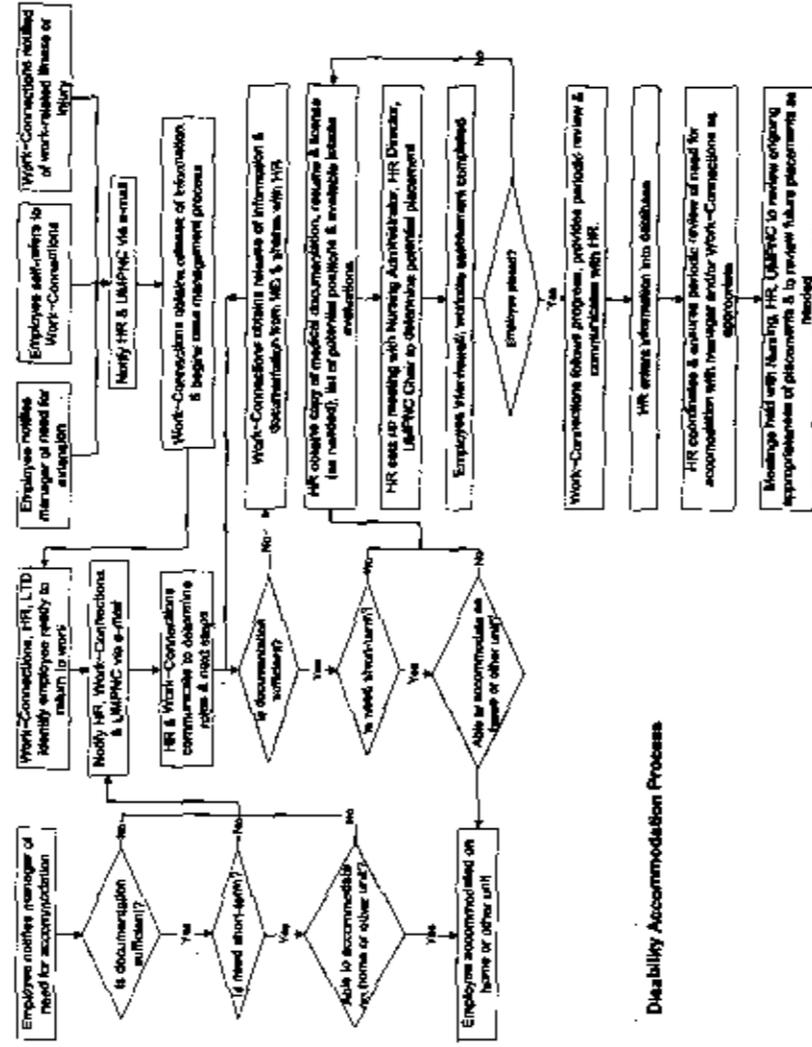
A long-term restriction is an inability to perform the full range of duties due to a medically documented condition which is not expected to change or improve within six months (or nine months for pregnancy, excluding childcare leave of absence).

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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 days in a week, 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.

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Disability Accommodation Process

INTENT NOTES

ARTICLE I: RECOGNITION AND DEFINITIONS

9/10 We agree to educate managers regarding the use of temporary 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 XV).
- d) Limited in duration.

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 XX, Variable Activity, Paragraph 185.

14 Any case started in Core "C" will be completed by Core "C" nurses unless there are volunteers from Cores "A" or "B".

Cross coverage between Cores A, B and C will be voluntary.

Payroll, scheduling, hiring and management will be separate for Core "C".

18 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.

ARTICLE III: 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.

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22 The American Nurses Association (ANA) and the Michigan Nurses Association (MNA) delegation guidelines will be adopted.

Registered Nurse input means an employee who is a member of the bargaining unit.

25 Examples of "whenever possible" include new equipment, teaching and external legal legislation.

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.

ARTICLE IX: 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.

ARTICLE XII:
COMPONENTS OF EARNINGS & PAYCHECK CORRECTIONS

87 PTO utilization and balances will be printed on the employee pay stubs at the time of systems capability.

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ARTICLE XIII: STAFFING AND SCHEDULING

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

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.

The Association will participate in the evaluation of any workload measurement tools under consideration.

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.

91 The definition of a weekend for temporary employees will match the contractual definition of a weekend.

Any unit based temporary will be required to work some weekends and off shifts, and shifts during holiday weeks. The workload review committee will review equitability. (See Addendum A: Temporary Nurse Scheduling Guidelines)

93 "Emergency" means:

a) There are no other options available to remedy the situation

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- 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 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.

Employees in the Clinical Nurse III classification will work a portion of direct patient care on weekends unless the role prohibits it.

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.

131 The six (6) month waiting period for shift preference does not apply to employees who transfer as a result of reduction-in-force.

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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 grads.

If option d) in Step 2 is 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.

ARTICLE XIV: 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 139. The program will respond to individual needs and incorporate training in interest based problem solving.

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ARTICLE XV: OVERTIME

147 A position which denies daily overtime will not be posted.

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 shift. (See paragraph 175D).

148.i Employees fulfilling work obligations in lieu of lunch shall be paid overtime accordingly.

157 A temporary 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 overappointment 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

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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 staff, all overtime hours, all mandatory overtime hours, all overappointment hours, all unanticipated overappointment hours, and calculations of the review triggers described in Paragraph 163A. The calculation of overtime and overappointment hours in the Outpatient and Health Center areas will be done on individual clinic/area basis.

163A Non-productive Clinical Nurse III time will be included in the overtime trigger formula.

If overtime data has not been submitted by a unit 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.

163A.2 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.

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/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.

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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 to be unscheduled patient care areas for the purpose of Article XVII, On-Call Systems and Pay only.

Procedure Areas (Unscheduled Patient Care Areas)

For the application of the overtime system, procedure areas are usually described as follows:

1. Patient care is not scheduled on a twenty-four hour/seven day basis;
2. On-call is required to manage unscheduled patient care;
3. Patient care is related primarily to specific procedures and/or treatment.

Based upon these criteria, procedure areas include, but are not limited to: Operating Rooms, Post Anesthesia Care/Recovery Areas, Medical Procedures Unit, Acute and Chronic Hemodialysis, Livonia Surgery Center Operating Rooms, Photopheresis, Cancer Center Infusion Areas, Cancer Center Procedure Areas B1 and B2, Radiology, Cardiac Cath Lab, EP Lab and Transfusion Apheresis Services.

Ambulatory Care Clinics

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;

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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 and Geriatric Center clinics, Pediatric Surgery and Pediatric Cardiology clinics, Pain Clinic, Employee Health Service, University Health Service, MOHS Clinic, Cancer Answer Line, Radiation Oncology, Burn Clinic, the primary care health centers, Riverview clinic, Plastic Surgery clinic, Preventive Cardiology clinic, Med Sport and other off-site specialty clinics."

HomeMed 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.

163F Open shifts may be posted as overtime or supplemental on-call hours with agreement between the unit workload review committee and the manager. If the hours are posted as supplemental on-call hours, the hours will be credited toward the individual limit at the time the commitment is made.

163X Alternate schedule changes within the pay period or work week may be made with manager approval. Weekly/bi-weekly timesheets must accurately reflect the hours worked.

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ARTICLE XV-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.

ARTICLE XVII: ON-CALL SYSTEMS AND PAY

170A Due to the requirement for on-call systems, the procedure areas as identified in Paragraph 163B.4, plus the Emergency Department, ECMO and Women's Hospital Birthing Center are considered to be unscheduled patient care areas for purposes of Article XVII, On-Call Systems and Pay. (See Intent Note 163B Unit Categories)

171 The parties agree that on-call pay is received even though the on-call period is contiguous with the employee's regular shift.

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:

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a) Refers to the proration causing scheduling "nightmares", where it would disadvantage full or part time employees. We agree we need objective 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.

ARTICLE XX: VARIABLE ACTIVITY

180A CSR 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.

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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 more complex patients.

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) employee from an assignment.

Changes in planned CSR coverage will be reported to the unit charge nurse/lead nurse so that problem-solving may occur.

The University agrees that temporary 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 employee on a unit or may, at the University's

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option and at the employee's request, be temporarily placed as a regular employee through the Central Staffing Resource for ninety (90) days, effective the first day of work in CSR, 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 unit-based 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 as outlined above, if work is available.

We agree to educate managers regarding the use of temporary 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 XV)
- d) Limited in duration

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 the Memorandum of Understanding, Temporary Employees.

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185B Effective April 11, 2002, CSR temporary employees will have the same weekend, off shift and holiday week requirements as unit based temporary employees (see Addendum A: Unit Based Temporary Nurse Schedule Guidelines).

For administrative and scheduling purposes, unit-based temporary employees will be returned to the inpatient units. The Association will be notified as to the identity of these employees. A periodic review of a unit's scheduling practices related to the temporary employees will be conducted jointly.

185C A process to provide Central Staffing Resource coverage for those units with non-traditional and/or varying shift lengths will be developed.

185K CSR regular float employees will have assignment priority over temporary 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 float employees will remain available for unanticipated fills).

185L "Not normally" means when no other options are available, or where the employee worked previously.

185M 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.

ARTICLE XXI
SENIORITY DEFINITIONS AND LOSS OF SENIORITY

187 We agree that "seniority" does not include temporary employment.

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ARTICLE XXV: 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.

ARTICLE XXVI
REDUCTION OF THE WORKING FORCE & RECALL PROCEDURES

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

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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, 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;
- c) The intent is to place the employee in a regular position or training position; and,
- d) The employee retains recall rights consistent with those of a laid off employee (Paragraph 264).

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

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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 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.

ARTICLE XXVII
TRANSFERS; PROMOTIONS, DEMOTIONS, AND LATERALS

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.

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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.

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.

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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

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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 team work.

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.

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- 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.

ARTICLE XXVIII: WORK REDESIGN

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

ARTICLE XXIX: PAID TIME OFF

- 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 Short Term Disability (STD). The remaining current sick time accrual hours were held to either replenish the bridge bank or to supplement the STD. 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

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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 pay day 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.

333I Groups will be created within the Ambulatory Care CSR cluster for the purpose of granting annual scheduled PTO.

333J Seven consecutive days means any seven day period and will not be limited to a Sunday through Saturday definition of a week.

ARTICLE XXX: SHORT TERM DISABILITY

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.

337 Once an employee is eligible for access to his/her short-term disability income as provided in Paragraph 337, eligibility will continue for all other absences related to the same illness or injury.

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

343B The University agrees to identify retraining opportunities to facilitate and/or expand career options for employees with disabilities.

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343C Employees receiving long-term disability (LTD) who are given work trial placements through CSR 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.

ARTICLE XXXII: HOLIDAYS

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.

355 Paragraph 355 applies only when prescheduled.

ARTICLE XXXVIII: LEAVES OF ABSENCE

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 beginning of the eligible leave of absence or from 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

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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 beginning of the eligible leave of absence or from the first date of an intermittent leave.

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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.

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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.

ARTICLE XXXIX: BENEFIT PLANS

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

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consequences of the reduction as it affects retirement eligibility.

ARTICLE XL: COMMITTEES

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.

ARTICLE XLII: 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 \$800 per term maximum is effective through July 31, 2001. Thereafter the maximum will be adjusted each July by a percentage equal to the average increase in resident undergraduate tuition at the University of Michigan Ann Arbor campus for that academic year.

ARTICLE XLIV: OCCUPATIONAL HEALTH & SAFETY

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

ARTICLE XLV: 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.

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ARTICLE XLVI
DISPUTE RESOLUTION PROCEDURE AND MEDIATION PROCEDURE

537 We agree to a special conference to determine units in Ambulatory Care for purposes of establishing district representation.

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.

557 If the involved employee does not normally work on the designated days, the involved employee will be scheduled on a day other than a designated day.

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 an 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 XLVI are the norm. We agree the intent is not to extend the norm, but to deal with exceptions.

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ARTICLE XLVIII: CONFERENCES

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

ARTICLE XLIX: PROFESSIONAL ACTIVITIES AND EDUCATION

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

ARTICLE L: RELEASE TIME FOR ASSOCIATION BUSINESS

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

ARTICLE LII
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 staff.

ARTICLE LIII: CHARGE NURSE GUIDELINES

605A Intent is to allow flexibility in charge assignments to reflect patient acuity, census, employee ability to perform charge duties.

APPENDIX A - WAGE SCHEDULES PAY GRADES N-1 - N-5

611B.3 Employees who had a retroactive step increase between July 1, 2000 and the execution date of the Agreement received an additional two per cent (2%) from their anniversary date to the contract execution date.

611B.5 Overmax A and Overmax B from the 1997 Agreement have been incorporated into Schedule A of this Agreement as Step Ten (10) and Step Eleven (11), respectively.

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The six per cent (6%) included a 2.5% retroactive payment and a 3.5% retroactive step increase.

611B.6 Overmax A and Overmax B from the 1997 Agreement have been incorporated into Schedule A of this Agreement as Step Ten (10) and Step Eleven (11), respectively.

613 Overmax A and Overmax B from the 1997 Agreement have been incorporated into Schedule A of this Agreement as Step Ten (10) and Step Eleven (11), respectively.

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.

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.

MEMORANDUM OF UNDERSTANDING
STARTING RATE FOR NEW EMPLOYEES AND TRANSFERS

652B Additional step advancement for hires and transfers into the classifications of Nurse Practitioner and Certified Nurse Midwife may be considered based upon previous experience in the applicable advance practice role.

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.

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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.

MEMORANDUM OF UNDERSTANDING: MARKET ASSESSMENT

720 Regional competitors as of the execution date of this Agreement are William Beaumont Hospital, Detroit Medical Center, Henry Ford Hospital, Oakwood Hospital, Providence Hospital and St. Joseph Mercy Hospital in Ann Arbor.

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:

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- 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.