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AGREEMENT

between
THE REGENTS OF THE UNIVERSITY OF MICHIGAN

and
THE MICHIGAN NURSES ASSOCIATION

and
THE UNIVERSITY OF MICHIGAN PROFESSIONAL NURSE COUNCIL

Executed April 11, 2001
Expires June 30, 2004

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- Dual Appointments
- Mileage Reimbursement
- Periodic Health Appraisal Program
- Starting Rate for New Employees & Transfers
- Certified Nurse Midwives
- Weekends (Scheduling Blocks)
- Clinical Leaders
- Tuition Loan
- Unit Reconfiguration
- Anniversary Dates
- Workforce Transition
- Dual Unit Positions
- Relevant Labor Markets
- Graduate Nurses
- Overtime Management
- Work redesign
- Ambulatory Care Collaborative Practice Model
- Professional Issues
- Transfer & Promotion
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- PTO Guidelines
- Disability Accommodation guidelines

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**Addendum B**
The Repeated of the University of Michigan

The repeated 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 14th day of April 2001 and agree as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF UNIT

2. Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on February 10, 1977 in Case No. M-124 C-69, 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, infiltration 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 2 for current classification titles.

SECTION B. DEFINITIONS

1. The term "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.

In addition, it shall mean an individual with a temporary permit issued by the University to a classification set forth in Section 3 pending Michigan registration. While in such an employment status, the employee shall always be in a probationary status.

3) 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.

4) 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.

5) 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.

6) "Temporary status" is employment which is (1) irregular, sporadic, or casual; or (2) a specific post; (3) subject to regular employee absences; or (4) subject to regular employee vacations, illnesses, short term staffing needs, or other conditions that may create a short term staffing need.

7) "Probationary status" is employment which is required by law results from the pursuit of any educational program which serves related to that educational program are tendered.

8) "Registered" shall mean licensed to practice nursing in the State of Michigan.

9) "Role Specific Activity" shall mean performance expectations consistent with the individual employee's job.

Section C. OTHER DEFINITIONS

10) For the purpose of this Agreement, the following definitions shall apply:

11) "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 ROTG (Read Out of Group) except for the UM, in which Cases A & B will be considered one unit, and Case C will be considered a separate unit. However, this definition is not applicable to Section A of this Article (Description of Unit). (See footnotes for Paragraph 1.)

ARTICLE II

MANAGEMENT RIGHTS

12) All management rights and functions, except those which are clearly and exclusively assigned by this Agreement, shall remain vested exclusively in the University. Any rights and functions include, but are not limited to (1) the right to charge or introduce new operations, 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 any working force; (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 and 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, net hours of work, establish, eliminate or change classifications, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend.
disciplining and discharging employees for cause and otherwise to maintain an orderly, effective and efficient operation.

Nothing in this Article shall be construed to give the University the right to violate applicable law or direct employees to violate applicable law.

ARTICLE III
PROFESSIONAL NURSING

The University has the authority, responsibility, and obligation to provide 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 were not 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 modified or job requirements change. Staff will not be directed 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 a time or support services expectation may appeal to the Nursing Director.

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 for which works in, for the purpose of responding to concerns related to nursing practice or implementation of the Agreement.

The University recognizes employees covered by this Agreement are licensed, registered nurses who are authorized to practice nursing within 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 University. (See Intent Note for Paragraph 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

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 patient 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. In this regard, 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 20.)

We recognize the principle that clinical nursing skills are most effectively evaluated by a registered nurse. Therefore, whenever 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 evaluation meeting. An employee who receives a written clinical evaluation by a non-nurse, non-evaluation, provided the written request is written evaluation. In the event that the an employee files for such a review, the review will be conducted by a Registered Nurse.

22. Employees are responsible for coordinating the work and planning, and contributing to the designated nursing personnel. In addition, nursing care and employees must be responsible to facilitate and collaborate in the required standards of care. These will be adequate in-service staff to provide training in the competency assessment. Registered Nurse will be included in the annual competency assessment and performance evaluation. (See Notice Notes for Paragraph 22)

22A. To this end, utilizing the principles of problem solving, concerns of personnel may be addressed at the first step of the appropriate work group at the meeting of the special work group. Staff will be consulted in the participation by employees in the hospital review committee. A hospital review committee, the function of nursing and document a special work group at the meeting of the special work group. The Association leadership will Nursing prior to a decision being made and communicated.

6. MASTERY AND PROMOTION

23. It is the responsibility and obligation of each employee to maintain and upgrade nursing knowledge and skill affecting the quality of patient care. In this regard, it is the responsibility and utilization of the University, within available resources, to assist employees by establishing programs and providing resources for orientation and staff development. Employees will also be encouraged to take additional nursing opportunities and participating in programs which are available. The hospital should be utilized to prevent assignment of duties. It is understood that programs or education required by the institution will occur on paid time.

24. The University supports nursing research. Support may take the form of time, money, support services, and nursing consultation, within available resources. The University also provides educational opportunities for development of research skills, including program management and budgeting, within available resources.

6. BALLENGE 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 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 in a manner which addresses professional nursing will include employees from appropriate classifications as determined by the University. The University will seek recommendations from the Association for committee membership. These employees will suffer no loss of pay as result of their participation. (See Notice Notes for Paragraph 25)
25 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. This categorization of personnel, to the extent not in the best interests of quality patient care, is understood, therefore, that primary responsibility of providing nursing care which does not require them to function as clerical, messenger, transporter, custodian, maintenance employee or dietetics worker for substantial periods of time except in rare and unusual circumstances.

27 Questions arising under Paragraph 21, 25 and the question of whether an individual employee is being required to function as a clerk, messenger, transporter, custodian, maintenance employee or dietary worker for substantial periods of time except in rare and unusual circumstances may be referred to the Union and articles XIII and XVIII, the Dispute Resolution, Mediation and Arbitration Procedures. Any other questions arising under this Article may be referred to Conferences under Article XIV(A) but are not subject to the Dispute Resolution, Mediation and Arbitration Procedures.

ARTICLE IV
PERFORMANCE PLANNING AND EVALUATION

A performance evaluation program will be continued at the option of the University. If continued, the performance evaluation program will incorporate the following factors:

26A 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 26A)

26B 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.

26C 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.

26D 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 26D)

26E Only employees educated in peer review will be allowed to participate in peer review processes.

29 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 60C)

34 The Association will also receive any revisions to the evaluation tool or the standards. (See Paragraph 60C)

ARTICLE V
NO-INTERFERENCE AND NO-LOCKOUT 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 commit any action against or any interference with the operations of the University during the term of this Agreement.
In the event of any such action or interference and no notice from the University, the Association, without any delay, shall take whatever offensive steps are necessary in an attempt to prevent and bring about the termination of such action or interference. Such offensive steps shall include the immediate dismissal and refusal to recognize any such action or interference and the Association's immediate notice to 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.

In addition, the Association shall, within twenty-four (24) hours of notice to the University of any such action or interference, deliver the following notice to the University:

To all employees of the University represented by the Michigan Nurses Association:

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. It affects 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.

An authorized official of the Association shall sign the notice.

Nothing herein shall prejudice the University from seeking legal or other remedies 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.

ARTICLE VI
NON-DISCRIMINATION

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 age or sex 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.22

Neither the University nor the Association shall discriminate against, intimidate, restrain, coerce or interfere with, any employee or any employee's spouse or domestic partner, other employees or any other person, 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.
ARTICLE VII
ASSOCIATION DUES AND REPRESENTATION SERVICE FEES

SECTION A.
During the life of this Agreement and to the extent the laws of the State of Michigan permit:

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.
An employee shall be terminated under Section A of this Article unless:

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 fee, and specifying the current amount of delinquency and warning him/her that unless such dues or service fee are tendered within thirty (30) calendar days before termination as provided in this Article, and

2) The Association has furnished the University with written proof that the procedure of Section A, 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 Association dues or service fees withheld by the University.

SECTION C.
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.

However, any employee who has an objection on file prior to April 15, 1980, shall be exempt from paying dues/service fees for the duration of their employment at the University.

At the request of the Association, and as an alternative to termination, an employee hired after January 29, 1980, when the Association duly certifies that he/she is delinquent in not tendering either the uniformly required Association dues or service fees, 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.
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.
The University shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Association shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any notice, certification or authorization furnished under this Article.

The 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**

The University shall distribute a copy of this Agreement to all employees. In addition, during the orientation the Association shall distribute the following to all employees entering the bargaining unit:

1) A Voluntary Authorization for Dues or Service Fee Form.
2) An Association Application for Membership Form.
3) A cover letter of instructions.
4) Information prepared by the Association regarding the Association.

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).

The University will provide the Association with: (7) a list of orientations and their assigned units; (1) notification of transfers into the bargaining unit and their assigned units; and (1) the assigned time will be a part of the published schedule for orientation or employees.

**ARTICLE X**

**BULLETIN BOARDS**

The University will provide the Association with space of not less than thirty (30) inches 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 designee.

The notices may be posted by the Association Representative in the Association Representative's district and, although limited to the following notices, they shall be of that type:

1) Association meetings;
2) Association elections and appointments;
3) Results of Association elections;
4) Educational, recreational and social programs of the Association.

In the event that a dispute arises concerning the appropriateness of material posted, the Chairperson of the Association or designee will be notified as soon as practicable by the Medical Campus Human Resources Department of the nature of the dispute. In the event the Chairperson or designee is not readily available, the notice may be removed from the bulletin board until the dispute is resolved. In the event the Chairperson or designee is readily available, the Chairperson or the designee may then make mutually acceptable arrangements to resolve the dispute. Failing mutually acceptable arrangements, the University may remove the
notices 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 VI
CLASSIFICATION AND WAGES

SECTION A. WAGE SCHEDULE

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

SECTION B. CLASSIFICATION DESCRIPTIONS

During the life of this Agreement classification descriptions may be evaluated, revised, established or deleted.

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.

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.

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 XLI, [Conferences]. In addition, a joint conference shall be held according to Article XIVII, [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

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-1 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

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. FTO hours used
12. Identified Pay Adjustments

B. CORRECTIONS

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.
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 impecable check 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) POLICIES

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, balances and maximum accrual (see Paragraph 335, see Intent Note for Paragraph 37).

ARTICLE XIII
STAFFING AND SCHEDULING

SECTION A. GENERAL PROVISIONS

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 levels 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 revising 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 make input from the Association Co-Representative or designate during the system evaluation and selection process. (See Intent Notes for Paragraph 98; see Paragraph 75)

A joint meeting, with the Association and the University, will be held prior to any hospital-wide full time equivalent (FTE) reduction, documenting the effect on patient care, workload, staff, appropriate delegation, safety and work redesign.

Whenever an employee’s workload concerns have not been satisfactorily addressed, they may refer to the UNO worked review committee referenced in Article XIV, “Workload Review”.

The parties further agree that scheduling employees to cover a twenty-four (24) hour/seven (7) day week hospital operation is complex and thus requires the cooperation of all employees and supervisors in approaching this task. (See Intent Note for Paragraph 39).

Sequence for development of unit schedules (See Intent Notes for Paragraph 91, 95, 165, see Addendum A, Temporary Nurse Scheduling Guidelines):

1) Unit employees scheduled to meet appointment function.

2) Schedule dual unit employees.

3) Honor standing requests from part-time employees requesting to work over appointments. (See Paragraphs 162.1, 162.2, 162.3, 180.5, 1830.1)

4) Regular float employees, as available, to consistently replace an employee on anticipated absence.

5) Regular available float employees.
6) Unit part-time employees requesting additional non-overtime hours for the current schedule (see Paragraphs 1631.3, 1631.5, 1631.7, 1631.8).

7) Unit based temporary employees.

SHIFT SCHEDULE

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 in 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

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 premium of two (2) 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 Fastrt Note for Paragraph 93)

RIGHT SHIFT

The University shall consider the right 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

93 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. These areas where guidelines do not presently exist will be developed and implemented as soon as (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 these areas will be provided opportunity to comment on the guidelines before implementation. Changes in the guidelines will also be provided to the Association.

PERIOD

94 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

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

W) SCHEDULE ASSIGNMENT & SHIFT PREMIUM

96 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 ($0.75) 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.

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

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 tour (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 shift 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 bonuses are paid at the overtime rate the weekend bonuses will be paid at the overtime rate.

103A 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.

103B 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.

104 For purposes of this Article, the definition of a weekend, shall be the forty-eight (48) hour period between 11:00 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 Unita which intend to schedule employees in such a manner as to avail themselves of the provision of Section B. of Article XV, Overtime (2) 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 6561)

SECTION C. 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:

A work shift scheduled to begin on or after 7:00 p.m. and before 3:00 a.m., or on a majority of scheduled hours between 11:00 p.m. and 7:00 a.m.

108 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 1:01 a.m., or has a majority of scheduled hours before 7:00 a.m. after using the calculation above.

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.

109 A work shift of 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.

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 113.

2) Straight Evening Shift

Definition:

A work shift scheduled to begin on or after 11:00 p.m. and before 7:00 a.m., or on a majority of scheduled hours between 7:00 p.m. and 11:00 p.m.

110 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 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.

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.

111 In addition to the hourly shift premium and the quarterly bonus, a bonus of one thousand five hundred dollars ($1,500.00) will be paid to a full-time employee who works four consecutive quarters on the evening shift, except as provided in Paragraph 113.
3) Bone Eligibility

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.

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, incentive and proportionate evening and night shift work.

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 absence pro-rated when making this calculation.

Eligibility for the annual bonus will not be forfeited due to the forfeiture of a quarterly bonus that was caused by an extended employee absence, provided that eligibility for the quarterly bonus is maintained for four out of five consecutive quarters. Payment will be made following the later quarter in such a situation.

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 when failure to complete a full quarter is due to jury duty.

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

5) Initial Assignment to Rotating Shifts

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

6) Straight Day Shifts

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 B for calculation of straight day shifts). Assignment to these shifts will be offered in seniority order, not 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 I(a's are necessary on each shift. (See Intent Note for Paragraph 324)

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 324. Such employees will be eligible for any straight shift bonus as described in Section 8, 1, 2 and 3 of this Article.

7) Changes in Shift Preference

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

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 posting schedule requests.

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 or 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). Volunteers will be sought for this reassignment and will be reassigned in seniority order provided that the reassignment:

a) 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 rotation 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 UMHC, 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 he/she 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 112A)

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 ensure 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 in 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 regulatory care. Each committee shall elect a chairperson other than the nurse manager. (See Paragraph 132A.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 read 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
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.

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

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 fifteen (15) 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 those 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 the issues of workload, census, acuity and non-productive time and the proposed solutions.

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

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.

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, 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 at 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.

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 155. (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 XXX, Paid Time Off, Article XXIX, Short Term Disability, Article XXXIV, Funeral Leave Pay/Accommodation, Article XXXII, Holidays, and time off work pursuant to Article XXVII, Jury and Witness Service will be counted.

149 In addition, earned paid time off during an employee's assigned schedule of work pursuant to Article XLV (Committees, Article XLI, Alternate Resolution Procedures and Mediation Procedures), Article XLI (Representation Expenditures), Article XXIX (Conferences), Article XXIX (Professions) Activities and Education), Article I, (Additional Time for Association Business) and Article XLVIII (Professional Activities and Education), Article XLVII (Arbitration Procedure) will be counted in calculating hours to determine when the overtime premium is payable.

150 Employees in pay grades H-4, KP-4 and N-3 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 150)

SECTION C. PAYMENTS

151 Overtime premium shall not be prorated, compounded, or paid twice for the same time paid.
SECTION D. SCHEDULING

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 Paragraphs 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.

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:

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.

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)

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 number 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 employees with the greatest number of overtime/over appointment hours will have their hours cancelled. In case of a tie, the overtime/over appointment hours of the least senior employee will be cancelled;
4. Rescheduled over appointment hours will be the last to be cancelled.
RECORDING SYSTEMS

153 The Workload Review Committee 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 154, Paragraphs 163c - 163x Overtime Systems, Paragraph 190D, 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 CTR.

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)

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 Committee will review the situation and make recommendations. These recommendations will be included at joint monthly meetings. (See Intent Note for Paragraph 163)

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 of Designees to determine next steps or options. (See Intent Note for Paragraph 163)

3) For any unit that exceeds the five percent (5%) trigger as described in Paragraph 163, 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 163)

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 Services and EP Lab, and,

5) Ambulatory Care Clinics, Hematology, 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 Units: 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 percent (5%) overtime trigger: double time (2 times hourly rate) OR

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

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

1638

3) 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 117)

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 170B 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 Actions Effective January 1, 2002

1638

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 1632 and 1638 of this Article.

2) If the unit then remains below the two per cent (2%) 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 Chairman 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 A: OVERTIME SYSTEM FOR WBA & ECO

Definitions:

1650 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 1670)

WHC & ECO: Individual Limit, Overtime Bonus and Over-limit Premium

1680 1) WHC & ECO 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 1680, Additional Klamath River, Paragraph 1680)

2) WHC & ECO 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 149 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 regular scheduled hours. The one hour trigger shall be in effect for the entire period.

a) 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) WHC & ECO 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 1681.6)

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 triggers: double time (2 times hourly rate) OK

(2) For employees on units above the five per cent (5%) triggers: double time (2 times hourly rate); OK and one-half plus one (1/2) 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 FDO for each hour, at the employee's option.

WNEC & ENSC: Exceptions to Individual Limit, Overtime Bonus and Over Limit Premium

163.1. Overtime/over appointment hours resulting from employee-initiated schedule changes, including "double-takes" will not be credited toward the individual limit, the over-limit premium or the overtime bonus (See Paragraph 157.)

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 may 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.

WNEC & ENSC: Additional Overtime Management Actions Effective January 8, 2002:

163.1. 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 163 & 163.1 of this Article...

2) If the unit 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 chairman or designee. Reasons for the overtimes will be examined and mutually agreeable solutions will be adopted.

4) In no event will the overtime trigger exceed five per cent (5%) for five (5) consecutive scheduling periods.
SECTION C. EMERGENCY DEPARTMENT (ED) OVERTIME SYSTEM

Definitions:

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 163N & 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/over appointment hours of which no more than twelve (12) shall be on-call hours within a four-week scheduling period on their home unit;
   b) Effective 1/25/01, 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. The 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 149 and 145 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 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-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 163N.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 (2 TIMES hourly rate); OR

2) For employees on units above the five per cent (5%) overtime 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.

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

1) Over-time/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/hers former appointment fraction plus the applicable individual limit to be eligible for the over-limit premium.

6) The current system of pre-scheduling 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 10A & 11B)


1) On units below the five per cent (5%) overtime trigger for six (6) or 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 163b, 163c of this Article.

21) 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.

31) 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 OPERATING ROOMS (OR), POST-ANESTHETIC 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)

6) OR, PACU & Procedure Area: Individual Limit, Overtime Bonus and Over-limit Premium

1633 1) OR, PACU & Procedure Area Individual Limit: The 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 & 370B, Additional Management Actuats, paragraph 1635, and Intent Note for Paragraph 1630)

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, unassigned 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 working 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 cancelled 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), time and one-half, plus one (1) hour of FTO 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 (2 times hourly rate); OR

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

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

163Q 3) Overtime/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 9)

OH, 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.
On units with aggregate overtime/over-appointment hours as outlined in Paragraph 163U, 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 163F & 163G, and;

b) The over-limit premium will be eliminated.

SECTION E. AMBULATORY CARE OVERTIME SYSTEM

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 and 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.
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 percent (5%) 
of the week trigger for nine (9) of twelve (12) 
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 

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 155, 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 
165.1)

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 
ocurrence and distributed equitably among all 
unit employees as referenced to in Paragraph 155. 
The following sequence will be followed in 

1) Employees willing to float to other units. 
2) Employees willing to stay home while 
being on-call, if needed.
3) Employees willing to stay home and 
use PTO time.

4) Employees willing to 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, 163J.2.d, 
163K.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 164C). In this connection, the 
University will endeavor to limit the 
assignment 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) The assigned time off procedure does not 
apply to holidays. (See Paragraph 36H).

164E When volunteers to float are in competition 
for available hours, whether CSR regular 
employees floating outside of their home 
closest 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
In addition, the employee shall have the option of using FTO time, provided the employee has sufficient accrued FTO time, or excused no salary time. The employee may request or may be offered the opportunity to make up the time and return FTO to bank in the same work week. Overtime incurred under this Article shall not adversely affect the employment record or benefits of the employee.

Employees assigned time off will have first priority to resume work in the pay period/week without incurring overtime.

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 employees for available hours at a unit on which they are qualified to work and priority over unit employees on overtime.

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, regardless of schedule. Any shift work paragraph does not apply to assigned time off on a Sunday. (Refer to Paragraph 306)

Each payment or option will be payable to the employee assigned without regard for the individual's status at the time of assignment. Should the employee fail to receive notice not to report because the employee did not provide a correct address or telephone number.

SECTION A. EVENING SHIFT PREMIUM

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 7:00 p.m. and before 11:00 p.m. or who has a majority of scheduled hours between 7:00 p.m and 11:00 p.m.

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 p.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 2:00 p.m. after using the calculation above.

SECTION B. NIGHT SHIFT PREMIUM

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.

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 p.m. or has a majority of scheduled hours before 2:00 a.m. after using the calculation above.

SECTION C. ADDITIONAL PROVISIONS

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 shift (if 10 or 12 hour shift, whichever premium is greater).
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

On-call scheduling systems must be in compliance with the on-call language in this Article. (See Intent Notes for Paragraph 163B and Intent Notes for Paragraph 178B.)

Established Systems In Unscheduled Patient Care Areas

Established systems in unscheduled patient care areas as in effect prior to April 1, 2001, shall remain in effect for the duration of this Agreement.

A supplemental call system may be developed on units with established call systems to cover overtime which occurs at the end of a shift, subject to management approval.

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 Inpatient Units

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 percent (5%) rate of anticipated open shifts or in overtime trigger over five percent (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, the Association representative will meet with the unit workload review committee to determine whether the reasons for the situation and recommend actions to:

a) Prevent the situation from recurring,

b) A determination if the precipitating problem has been resolved and if not, why.

c) 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) Staff 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:

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>Number of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.54</td>
<td>N-1</td>
</tr>
<tr>
<td>$6.37</td>
<td>N-2</td>
</tr>
<tr>
<td>$5.01</td>
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<tr>
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<td>N-4</td>
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<tr>
<td>$7.44</td>
<td>N-5</td>
</tr>
<tr>
<td>$9.44</td>
<td>N-6</td>
</tr>
</tbody>
</table>

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 insufficient 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. Therefore, 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 on an on-call status status, 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 dollars ($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 will 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 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 away time the employee returns to work such payment is not time worked for any purpose. (See Paragraph 175C)

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

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

175D 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 175D)

175E The parties agree that for those units without 24-hour regular patient care operations, employees who work in excess of four (4) hours after 12:00 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 Units, Medical Procedures Unit, Hampstead, Limited, Cath Lab, Radiology, and PP Lab.

**ARTICLE XXI**

**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 promises upon completion of their assigned schedule of work, whether on a scheduled day off or following a day worked, shall receive payments at their hourly rate, including applicable premiums, for the time worked. To this regard, the employee may be assigned to perform duties other than those assigned 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 predominantly into their shift, provided the employee is 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. Scheduling, rested 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 voluntariness 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 Agreements**

179 An employee who agrees to float from their unit to a reduced staffing need at least four (4) hours will be paid an individual rate of $10.00 per hour or will be credited with one (1) hour of FTO 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.

183 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.

183A Employees who float to another unit for the purpose of ensuring their own professional growth will not be eligible for the float bonus. (See insert note at Paragraph 183B)

**Voluntary Float General Principles**

1888 Employees who are floating will not be required to float more than once a week during a shift. An employee may volunteer to return to the home unit if they are no longer needed on the receiving unit.

1882 If an employee is on-call for one unit, he/she will not be required to expect 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 112, at the employee's discretion.

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).

182A 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 area 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 need 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 issue.

SECTION B: NEW ASSIGNMENTS

183 Employees will not normally be reassigned from their regular units. In any 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 in an emergency, 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 utilizing: (See Intent Notes for Paragraph 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.

193C 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 XV, (Discipline) shall be applicable even though discharge may not be contemplated. In this regard, (disciplining, 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 experience/new hires 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 An employee reassigned, before will not be recalled to their home unit to perform, and will be based on existing competencies used in any new employee's orientation. A nurse who does not
and the supervisors or designates of the home and receiving units.

1840 When seeking volunteers or assigning employees to float when there are no volunteers, coursework or reassignment will be equitably among employees on a unit who have been adequately oriented and have met the requirement outlined above.

1842 A home unit will not reassign an employee to another unit and simultaneously utilize temporary employees, other floats, or overtime/abscence appointment hours to cover the same time period.

SECTION 5. CENTRAL STAFFING RESOURCES (CNR)

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

185A Any regular CNR 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 2, 1998. The quarterly bonus period will continue with April 1, July 1, and October 1, as the case may be.

185B Deputation employed in areas which do not report to mailing will be included in the CNR.

If parties agree this is not feasible, the parties will seek to explore alternative compensation for those areas. (See Inset Note for Paragraph 185A).

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 Inset 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 CNR will maintain a system for initial and ongoing orientation of employees to units on which they may be scheduled to work.

185E CNR temporary and regular employees will indicate their specialty areas and available hours. CNR will coordinate scheduling of these employees.

185G Units may request the use of a specific CNR 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 theirs own will make themselves known to CNR to be scheduled. (See Paragraph 179).

185I A regular employee who does not have work will have priority for float over any temporary employee or 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 assignment opportunities (See Paragraph 164).

185K Of employees scheduled through the CNR, regular employees will have scheduling/assignment priority over temporary employees (see Paragraph 184E and Inset Note for Paragraph 185K).
185. 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 286b).

186. 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 B, Article XLI [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 R. OTHER OPTIONS

187. On units where there is a predictable seasonal variation in activity the following options may be considered: (See Intent Note for Paragraph 188).

1) Offer positions for a seasonal assignment with appointment at the commencement of the season
2) Offer positions for "as needed" appointment with salary and benefits distributed evenly over twelve (12) months.
3) Offer positions with a seasonal assignment in two units (See Paragraph 190).

ARTICLE XXI

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

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

"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 units, layoffs and other periods of absence authorized by and consistent with this Agreement. (See Intent Note for Paragraph 198).

SECTION B. LOSS OF SENIORITY

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

1) The employee resigns or quits;
2) The employee is discharged or terminated;
3) The employee loses, or otherwise does not maintain a State of Michigan Nursing License;
4) The employee retires;
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 telephone addressed to the employee at the employee's last address listed with the Medical Campus Human Resources Department, except when the failure to return to work is caused in part by circumstances beyond the control of the employee, the University has been notified, and an acceptable alternate return date is agreed to by the University;
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;
7) The employee does not return to work or the application 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

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.

In the event that employee loses seniority as a result of 5, 6, 7, or 8 above, the Chairperson of the Association shall provide written notification from the University.

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 1, 2, 3, and 4 above, the Chairperson or designee shall provide written notification from the University.

ARTICLE XVI
REINSTATEMENT AND CREDIT FOR PRIOR SERVICE
SECTION A. GENERAL REINSTATEMENT

An employee with two (2) or more years of continuous service who terminates his/her employment with the University, will be reinstated if:

1) The person is re-employed on or after September 17, 1984;
2) The person is re-employed within one (1) year of the date he/she terminated;
3) The employee remains re-employed for two (2) years; and
4) The employee applied for reinstatement subsequent to two (2) years of re-employment but not more than thirty (30) months after re-employment.

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.

Employees who are reinstated shall retain their University date of hire as their anniversary date upon reinstatement.

SECTION B. EDUCATIONAL REINSTATEMENT

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:

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;
2) The person is re-employed within the six (6) month period following completion of the educational program and
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 XXII, Short Term Disability Benefits under Article XXIX, Long Term Disability under Article XXXI, 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 credit for prior 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 40A)

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:

216.1 These are 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 bargaining unit.

b) Employees together with their most current addresses as they appear on the records of the University.

c) Employees hired during the previous calendar month.

d) Employees promoted during the previous calendar month.

e) Employees terminated during the previous calendar month.

f) Employees on leave of absence, including identification number.

g) Employees transferred into the bargaining unit during the previous calendar month.

h) Employees transferred from the bargaining unit to another bargaining unit.
h! Employees trans terra a out of the bargaining unit during the previous calendar month.

1) employees who, together with the department are classified as temporary staff nurse number and hourly rate a; pay.

2) A list of areas where positions within the bargaining unit are open as of Tuesday of each calendar week by classification title.

3) A list of all bargaining unit employees according to Salaries by Position Title Code on a quarterly basis.

Unit location will be added to the lists set forth above, if UPit location Decones machine processable in the Medical Campus Human Resources Department.

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

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 review the file. The Association shall, at the request of the employee, provide a copy of any item(s) contained in the Medical Campus Human Resources Department personnel file. The employee shall return the copy to the Association, and the Association shall keep a copy of any record of any item(s) provided to the employee.

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 PROBABLYARY EMPLOYEE

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 in or before the day the employee completes four (4) calendar months of employment. If 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 Article IV, Paragraph 232(2) see Paragraph 710)

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, and may be suggested by the supervisor when the termination is being contemplated. A probationary employee will be limited to one such transfer.

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

We 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 twenty-two (22) hours following the notification to the Association Chairperson of the termination or transfer.

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 toward 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 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.

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

1. The individual worked an average of not less than twenty (20) hours each week immediately preceding hire as a regular employee.
2. The individual performed the full range of duties of a probationary employee on the unit as assigned.
3. The individual met the work schedule expectations as a probationary employee on the unit as assigned; and
4. The individual worked the entire time in the same position.

ARTICLE XXVI
REQUISITION OF THE WORKING FORCE & RECALL PROCEDURES

SECTION A. DEFINITIONS

1. Layoff: Not working at the University as an employee in the bargaining unit due to the elimination of an individual's position.
2. Mandatory reduction in 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.
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 units in which Core A. b. c. d. e. f. g. h. i. j. k. l. m. n. o. p. q. r. s. t. u. v. w. x. y. z. are considered one unit, and Core I. 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.

The University and the Association agree that University Health Service is a Unit.

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 the Special Conference is to inform the Association of the functional areas of patient care or service "Unit" definition.
Article XVII. Reduction of the Working Force and Recall Procedure: Section A1 in Ambulatory Care.

249 1) 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 able 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.

278 5) Priority Consideration. The employees having the required qualifications will be considered, including an interest 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 layoff equivalent in hours as soon as practicable, but no later than thirty (30) calendar days prior to the layoff or mandatory reduction in force for employees with ten (10) years seniority, or ninety (90) calendar days for employees with ten (10) or more years of service. 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 force. (See Intent Note for Paragraph 248)

249A A joint team will meet to coordinate the reduction-in-force/replacement process once the need is identified. This team should include the Association employee or designee, OAR personnel, a Human Resources representative and the Chief of Nursing or designee.

249 2) 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 249)

252 3) In the event that a temporary employee in 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 non-probationary employee shall receive priority consideration for positions in their own clinical areas, including priority over all other employees, for a period of two (2) weeks from the date of notification of reduction in force. Therefore, the employee will have priority consideration as defined in Paragraph 247 (lower applicants for employment). Priority consideration for positions will apply to the following content. (See Paragraph 247.5 Intent Notes for Paragraph 253)

254 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 XXII will be placed in a regular job opening, if any, prior to any senior 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 Table 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 252, the employee will replace a probationary employee in a clerical Nurse I classification within the University's non-clinical Classification Plan and thereafter in other clerical 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 in a clerical position in the above paragraph, that employee with at least two (2) years seniority may replace the least senior employee in a clerical position 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 Paragraph 254A does not apply to employees 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 assigned for a mandatory reduction in hours may elect to be covered by the provisions of 3., 4., 5., 6., 7. and 8. above.

258 Contingent upon available work, an employee who is about to be laid off may be placed in the University's non-clinical, non-teaching staff, 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 254 and 254A-6. If these employees are not placed in the F&H in this manner, they will be placed in seniority order highest to lowest. In this event, these employees will have recall rights over any regular, non-clinical, non-teaching employee at the University. If these employees are placed on another unit by the University, and they are qualified to work, an employee choosing this option will need to do so during their notification period. (See Table Note for Paragraph 258)

258A Employees elected pursuant to Paragraph 258 may exercise this option for a maximum of ninety (90) days effective the first day of work in the new position in the event 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 258A)

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

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.

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 Procedures and the University will do so within the following seven (7) calendar days. During a period of temporary adjustment, the provisions of Reference Paragraph 345 shall not be applicable.

An employee who accepts a training position, he/she will give a written commitment based upon the length of the training program he/she will forfeit recall rights. (See Paragraphs 264, 282.b.b, 294.1 & 9928.4 and Intent Notes for Paragraph 268)

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.

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. Failure to accept a position offered that provides at least eighty percent (80%) of the employee's base rate and required 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 comes first.

SECTION D. ABDUCTION 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 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 the month of 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 reassigned.

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.

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 2: POSTING AND HIRING PROCEDURES

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 XVIII, Reduction of the Working Force and Recall Procedures and return from leave of absence, the regular 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 3d3D)

278 2) The postings will note the classification, the pay grade, the unit, the appointment hours, the shift[s], and whether it is a posting 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 Note for Paragraph 276A)

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 the position including a specific job description, if available. (See Intent Note for Paragraph 276A)

General information about the internal application and interview processes, bargaining unit classification descriptions, and unit profiles will be made available in the Employment Office upon request. Unit profiles will include the minimal 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.

Locked posting boards will be located in University and Motz Hospitals and the North Ingalis 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 on-site areas will have access to the posting information, through a timely posting list, recorded information, or other mechanisms we 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.

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. (See Intent Note for Paragraph 276A)

5) An employee who does not provide all requested information or who has not filled the bid form properly prior to five (5) p.m. on the closing date, need not be considered. (See Intent Note for Paragraph 276A)

6(1) An employee need not be considered for transfer 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 276A)

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. 294(2) and Intent Note for Paragraph 276A)

6c) Registered Nurses who have left the bargaining unit for less than one (1) year, and who have maintained 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 for the purposes of selection consideration.
283 (a) Employees who are to be interviewed for a position will be informed about the interview process, including the name and title of the interviewer(s) and the projected time frame, prior to the interview. (See Intent Note for Paragraph 281).

283 (b) Employees who apply for a position will be notified of candidacy status no later than fourteen (14) calendar days following the interview, or when the hiring decision occurs, whichever is first. If an employee is not to be interviewed, that employee will be notified as soon as the decision is made.

283A An employee who is considered for a regular job opening, including a clinical nurse assistant opening within a unit, under the provisions set forth above and is not placed in the regular job opening will be 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 well as practicable, but in no event longer than twenty (20) 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, with the employee's 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 and the resume and qualifications of the selected candidate.

SECTION C. SELECTION CONSIDERATION

284 Transfers will be made on the basis of qualifications and seniority in the following manner: (See Intent Notes for Paragraph 284, see Paragraphs 272, 273, 274, 275, and 276).

1) Employees and applicants must possess all required qualifications in order to be considered. (See Paragraph 273)

2) Among employees possessing the required qualifications, the most senior will be selected unless there is a substantial difference among the desired qualifications. (See Paragraph 276)

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 273, 275, and 276)

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 275B. 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 unsatisfactory, placement in a different position will be facilitated. (See Intent Note for Paragraph 275B).

SECTION D. REVIEW PROCEDURE

286 In the event that an employee, except a probationary employee of an employee transferred or promoted during the preceding one (1) year period (who does not have management approval to transfer), 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 produce 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 proceed a dispute. (See Insert Note for Paragraph 286g and Para 282.6.4 and Insert Note for Paragraph 282.6.4a.)

286d For purposes of this article, the Step Two dispute must be filed within fourteen (14) calendar days of notification of the decision notice from the nurse. 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.

796d In the event a decision 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.

286b 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 pursuant to Article 18. An 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 supervisor.

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 managerial 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 step. (See Paragraph 286c and Insert Note for Paragraph 286c).

289 3) Following promotion, an employee who is placed in a vacancy through the process described in Paragraph 286c 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 held in abeyance 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 the 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.

294 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.

294A 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 a classification of Nurse Practitioner or Certified Nurse Midwife will be placed on the step in the appropriate pay grade that provides at least 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 rate for the duration of the internship or retraining program.

d) An employee who was previously hired as an Ambulatory Care Clinic and who was placed two steps below their calculated experience (See Paragraph 255A), 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 255B)

ARTICLE XXVIII
WORK REDESIGN

294 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. In 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 change require timely and appropriate resolution.

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 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 294)

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 documented 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 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 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 A21 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 A, PTO Guidelines)

4) The continuous use of uncharted or unanticipated time off can be construed as a failure of the system and as behavior that may require intervention.

SECTION A22 ELIGIBILITY

325 An employee shall be eligible to receive Paid Time Off (PTO) 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, prorated for part-time appointments.

328 Except as provided in Paragraph 330 of this Article:

a) Full-time employees assigned to a classification N-1 or N-2 will accrue PTO time as follows:

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Rate of accrual each month</th>
</tr>
</thead>
<tbody>
<tr>
<td>First five years</td>
<td>16 hours</td>
</tr>
<tr>
<td>Five through ten years</td>
<td>20 hours</td>
</tr>
<tr>
<td>Over ten years</td>
<td>24 hours</td>
</tr>
</tbody>
</table>

b) Full-time employees assigned to classifications N-3 through N-5 will accrue PTO time of twenty-four (24) hours a month. (See Intent Note for Paragraph 328)

329 Except as provided in Paragraph 328, 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 employees. Those normally scheduled to work less than eight (8) hours per week shall not accrue PTO.

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 PTO time at hours depending upon the day of the calendar month on which the event occurs, as follows:

<table>
<thead>
<tr>
<th>DAY OF MONTH</th>
<th>Status of Employment</th>
<th>End of Employment or Start of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>One through ten</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Eleven through twenty</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Twenty-one through end of month</td>
<td>None</td>
<td>100%</td>
</tr>
</tbody>
</table>

330 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.

331 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.

332 (PTO will be accrued, recorded and available at the end of the calendar month (See Paragraph 330) and Intent Note for Paragraph 330).

333 Unused (PTO time will be paid to employees, annually on the last pay date in January, provided the employee was a citizen in the employee's annual accrual, or if a part-time employee, to excess of the appropriate proportionate number of hours.

334 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 LINES OF PTO TIME

3330 The University will give written notification to an employee at least two (2) months prior to the employee reaching maximum accrued. (See Paragraph 333b and insert note for Paragraph 67)

3330 An employee will receive pay in lieu of PTO 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:

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 thirty (30) 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 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 required for an indefinite period of time, payment of PTO hours will be made for all accrued leave or vacation on the employee's annual eligibility for the reduced employment.

SECTION D. PAY FOR ACCRUED PTO TIME

3330 Pay for PTO time shall be at the employee's rate of pay at the time taken, then 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 29, 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.

3330 Pay in lieu of PTO time shall be at the employee's rate of pay at the time the event occurs, times the number of hours of accrued PTO time. Pay for scheduled PTO time shall be at the employee's regular pay day, 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 provided 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 29, 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

3330 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 program:

3331 1) Each unit will preplan, prior to December 15, of each year, and at such other times as may be established by a unit, any limitations concerning the scheduling of time off during the close down period. Unit guidelines shall allow each employee to schedule at least twenty percent (20%) of his/her annual accrual of PTO time as vacation according to the requirements specified in Paragraph 333a. 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 3331)

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 RN classification will include only those hours which are budgeted toward direct patient care.

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

a) During the month of February each employee will initially sign up for a minimum 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 the middle of the month the 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 B for complete time off chart and Holiday Requests Form and Intent Note for Paragraph 333L).

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

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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 charged 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, and 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, so long as no higher senior employee has been denied that time off.

333K 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 An 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 XIX(1)
(Holidays) occur 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 II. ACCRUAL: ADJUSTMENT FOR PART-TIME EMPLOYEES

3339 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 XXIX), and accrual retroactively to the beginning of the period, which is directly proportional to the maximum hours of income, and short-term disability income for which a full-time employee is eligible.

SECTION III. PREVENTIVE HEALTH CARE APPOINTMENTS

3337 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 seven (7) calendar days prior to the appointment. The written notice shall include the time and day of the appointment and the possible 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. 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 III. USE OF PTO FOR WORK-RELATED INJURY

3340 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

3341 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 absences will be eligible for not more than one thousand forty (1040) hours of short-term disability income, paid at two thousand twenty (2200) per month or 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 Notes for Paragraphs 336 and 337)

3342 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. Therefore, 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 absence, except as provided in Section B. of this Article. (See Intent Notes for Paragraphs 335 and 337)
SECTION B. PART-TIME EMPLOYEES

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 provided 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

332A The University reserves the right to require a second medical opinion and to 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 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.

332B 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.

332C Nothing in this Article requires an employee to disregard the medical care plan of the employee's physician. Eligibility for short-term disability income will be determined as provided in Paragraph 332A.

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 1. of Article XXXVIII (Leaves of Absence), provided, however, that the notice requirements of Section 1. 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 within thirty (30) days of the employee's former unit, the employee shall be given consideration, prior to any employee exercising rights under Section C, Article XXVII - Transfers: Promotions, Demotions and Layoffs but after an employee exercising rights under Article XXVI - Reduction of the Working Force and Small Properties - 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

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 non-occupational injury or illness. Guidelines and procedures 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. "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, either in the long or short term. (See Intent Note for Paragraph 343A)

343C When a temporary position in the Central Staffing Resource is identified as a placement for an employee needing accommodation, the 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 XXVI, 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 (LTD), there will be a joint meeting of the Association and the University to discuss the conditions of return to active employment and options for work trial placement.

ARTICLE 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 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 prejudice the parties of such a discharge through the Grievance Resolution Procedure and Mediation Procedure, Article XLI-V, or the Arbitration Procedure, Article XLI-VI. Finally, the parties acknowledge that the ultimate responsibility for overcoming the problem is that of the employee.

345 The University, through the 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 will only occur with the employee's written release of information.

4) Employees will be informed of the program during Nurse Orientation and other appropriate methods of 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 XXXVII, Leaves of Absence; or Article XXXI, 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 no less than sixty (60) calendar days prior to the implementation date to inform the University of the 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 or days on which they fall rather than on the preceding or following Friday or Monday.

1. New Year's 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 the 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 XXXVII.

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 on
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 occurs 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 on which the holiday is observed,
even though the employee's starting time occurs on
the calendar day on which the holiday is observed.

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

For those employees whose normal schedule
of work is in a combination of eight (8) and
twelve (12) hour shifts, holiday observed on
the employee's scheduled days off will be
divided as equally as practicable between those
two (2) shift lengths. Holidays observed on the employee's scheduled days of work
will be equally distributed between those shift
lengths.

During a week in which a holiday falls, an
employee will be scheduled consistent with
their appointment fraction except during
Thanksgiving week, in which the two (2) holiday shifts may be included in the
employee's appointment fraction. (See Notes
for Paragraph 516, see Paragraph 518.)

Section C

Each employee normally scheduled to work
eight (8) or more hours per week shall
receive all pay owed, 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 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 8.01, or (2) other extra-ordinary circumstances
beyond the control of the employee which cannot
be corrected in time for the employee to meet the
individual employment obligation.

For a holiday not included in appointment
fraction, which falls on the employee's
scheduled work day off, the employee will receive
pay for the holiday determined by prorating
the holiday according to the employee's appointment
fraction and actual shift length.

For employees on fixed schedules: In the event
a holiday is observed on a full-time employee's
scheduled work 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) hours by the employee's
appointment fraction. Those regularly scheduled
to work less than eight (8) hours per calendar
week shall not receive pay for the holiday.

For those Operating Room, Post Anesthesia
Recovery, Pharmacy, Smith and Forensic Areas
identified in Paragraph 517B (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
in excess of 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.**

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.

**SECTION F.**

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 ill personal sickness or injury as provided in Article XXIX (PcND 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.**

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)

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

2) If sufficient volunteers cannot be found, employees will be assigned to work on the holiday according to the following procedure.

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

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.

During each May 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

hours per day, plus shift premium for that day, if applicable.
holidays taken off on the holiday as a holiday unless:
If it is possible to schedule additional holidays off, all such holidays (Memorial Day through New Year’s Day) will be considered together and requested 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 selecting the employees will be as follows:

1) Process to release employees during schedule development:
- No employees 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:
- Volunteers from employees who are working the holiday as a holiday (seniority, highest to lowest)
- If there are no volunteers, then employees will be assigned in seniority order from lowest to highest.
- Such employees may be assigned to other employees on an annual basis, and will be assigned in order of any assigned time off.

349
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) or the holidays will be made according to inverse seniority (lowest to highest) in rotation 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 regular 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. Upon a holiday schedule is notified, an employee who wishes to work an additional holiday will remain the status of the most senior employee who requests the holiday off.

372
If safe and adequate nursing care is determined by the supervisor, excess time off or certain employees may be removed from their assigned shift and then employees assigned to work a holiday they had requested off in inverse seniority order (lowest to highest). Any employees thus affected will be given an explanation by the supervisor.

373
An employee hired or an employee who transfers into a unit after January 31 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 prior to January 31 shall be disencumbered by the attempt to accommodate the
Once an employee is assigned, changes in assignment shall be at the discretion of the supervisor.

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 XXIV (Mediation Procedure) and Article XXVII (Arbitration Procedure) beginning with step two.

**ARTICLE XXXVII**

**FAMILY LEAVE PAY (REIMBURSEMENT)**

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 arrangements and (prior to and 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.

In the event that an employee is on vacation, the provisions of this Article nevertheless shall apply.
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 employer for either vacation or an excused absence.

ARTICLE XXXVI
ANNUAL MILITARY LEAVE

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 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 any applicable premium 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. The employee shall furnish the University with written evidence of service and the amount of PTO pay the employee was eligible to receive. Such request and evidence may be furnished by the Association or any other interested party.

ARTICLE XXXVII
LEAVES OF ABSENCE

SECTION A. PERSONAL MEDICAL

An employee with seniority who (1) is unable to work because of personal sickness, injury or pregnancy, and (2) has exhausted PTO pay, under Article XXVI, and supplemental disability pay if applicable, under Article XXIX and supplemental disability pay if applicable, under Article XXIX shall be granted a leave of absence without pay upon requesting in writing and furnishing sufficient evidence of disability satisfactory to the University. Such requests and evidence may be furnished by the Association or any other interested party.
SECTION B. DISABILITY

Subject to, and consistent with, the University Disability Plan, as provided in this agreement under Article XXIX, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

SECTION C. PERSONAL

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 or extensions exceed one year. An employee on personal leave of absence shall not be eligible for benefits under the Disability Plan.

SECTION D. MILITARY

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 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 E 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

Following the birth, fostering, custody, adoption or preparation for any of the above of an employee's child, stepchild or legal ward under age eighteen, or eighteen years of 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. To the date 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, childcare and family medical leave. 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 316).

SECTION F. FAMILY MEDICAL

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 payment of health benefits contributions during the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, child-care, and family medical leave. 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 the following twelve (12) weeks, provided the employee pays a portion of the total premium, in accordance with his health 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 Tentative Notes for Paragraph 3.16A)

SECTION 5. ASSOCIATION BUSINESS

417 A non-probationary employee who is elected or appointed to a full-time, official Association office or position, 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.

418 An employee with at least one year of seniority may request 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 non-profit-making agency 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 to participate in a governmental 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 7. 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
An employee on an educational leave of absence shall not be eligible for benefits under the Disability Plan.

**SECTION J. RETURN TO ACTIVE EMPLOYMENT**

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. An employee returning from a personal medical, childcare or family medical leave within twelve (12) weeks, the designated physician may not be a University employee.

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.

An employee eligible to return from a military leave of absence will be placed in the same position, salary, rank, and benefits. In addition, time while on active duty will count in placement on the salary grid. (See Incent Note for Paragraph 414A)

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.

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 426, 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 Incent Note Paragraph 426)

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 Incent Note for Paragraph 412)

If the leave was for a fixed period of time, and the return is timely, the employee’s placement will be within thirty (30) 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 (2) 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**

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 XXXII. (Benefit Plans)

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
(42) 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 where 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. Any group Health Insurance Plan may be continued during a personal medical, child care 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 Requests for leaves of absence under Section 6. 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, H, N, 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. Payroll 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 100)

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

446 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 contributions 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 within the bargaining unit in the same manner and to the same extent.

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 $499.00 per month toward the cost of the group health care programs offered by the University and the employer's contribution will not exceed $25.00 per month. If the total health insurance premium exceeds or is less than $641.00, the $499.00 and $25.00 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 out" 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 this Article.

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

During the Term of this Agreement, the Enhanced Group Life Insurance Plan shall be provided by the University within the Flexible Benefit Program in the same manner and to the same extent as provided for non-bargained for employees. The amount of Life Insurance coverage elected by an employee may range from five thousand dollars (5,000) to the maximum 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.

The cost of the Enhanced Group Life Insurance Plan is determined by the employer, 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 opting into the next highest age bracket. In the event, 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 for the non-bargained for employees.

Active employees age 60 and over are subject to scheduled reductions, however, coverage for active employees will not be minimized below five-thousand dollars (5,000).

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 for the non-bargained for employees.

SECTION C. TRAVEL ACCIDENT INSURANCE

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:

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.

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

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

4) Disability benefits.

SECTION D. LONG TERM DISABILITY PLAN

The Long Term Disability Plan shall be as provided by the University. It may be assumed, but not eliminated, by the University, except that the following, consistent with the terms of this plan, shall not be changed during the term of this Agreement:

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.

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

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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 260 divided by 12.

In the event that cash benefits are received from Social Security, Worker's Compensation, 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.

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.

The University, whenever possible, will aid the employee receiving Long Term Disability Plan benefits in obtaining employment of a rehabilitative nature with the University or with other organizations. To the extent of such employment, disability income will only be reduced by an amount equal to two-thirds (2/3) of total earnings received from this employment.

Benefits are continued to the earliest of recovery, death or retirement at age sixty-five (65).

SECTION B. RETIREMENT PLAN

During the term of this Agreement the TIAA/CREF Retirement Plan with no less than the following will be provided and maintained: (See Paragraphs 215B-D and Intent Note for Paragraph 459).

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

At the option of the employees, 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, 3 above shall apply.

If the University revises the current retirement plan with respect to retirement eligibility for employees who have reduced their appointment fraction below fifty percent (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 C. DENTAL ASSISTANCE PLAN

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 (same 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.

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.

4618 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.

462 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.

Group automobile owners liability, long-term care 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 benefit under the above plans 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.
which shall be reserved for the bargaining process.

ARTICLE XL
INCENT WEATHER

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:

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

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

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.

Subsequent to the declaration of an Inclement Weather Period by the University, employees who come 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 employees meet the conditions as set forth in 41 and 42 above.

ARTICLE XLII
TUITION SUBSIDY PROGRAM

SECTION A. ELIGIBILITY

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, (b) provides the required documentation in a timely fashion. Approval must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses, "P" 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 attainment beyond the Master's degree level. Courses in professional programs in Law, Medicine, and Dentistry are specifically excluded from this program.

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.

An educational 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 A. AMOUNT OF SUPPORT

The amount of tuition support is calculated based on tuition and registration fees only. Other fees and expenses are not covered under
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)

**University of Michigan Courses**

- Full-time employees are eligible for 75% of the cost of in-state tuition plus registration fees for up to (44) credit hours per term.
- Part-time employees with a 75% or greater appointment are eligible for tuition support proportional to their appointment fraction. For example, an employee with a 90% appointment would be eligible for a tuition advance of 90% of 75% or 65% of the sum of in-state tuition plus registration fees.

**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 80% of 75% or 60% of the sum of in-state tuition plus registration fees.

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**

- For full-time employees, educational courses under this program are taken during working hours for a total of not more than three (3) hours of time off from work per week, provided all job requirements are met. A student employee who meets all other requirements, but is excluded from monetary participation because of benefits such as those resulting from scholarship 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.

**SECTION D. PROCESS FOR PAYMENT**

- Tuition Reimbursement
  1. In order to receive tuition reimbursement, the employee must provide the following:
     a. An official grade report showing successful completion of the course as defined in Paragraph 474,
     b. A paid bill or receipt indicating the amount of tuition and fees the employee has paid.

- Tuition Advance
  1. At the discretion of the employee, tuition may be received in advance of taking the course. Tuition advance will be included in the employee's regular paycheck.
  2. Tuition advance must provide the supervisor with an official grade report showing successful completion of the course as defined in Paragraph 474, and 21 days prior to the start of the course.
bill of receipt indicating the amount of tuition and fees the employee has paid.

2) In accepting a tuition advance, the employee agrees that if he/she does not: (a) successfully complete the class as defined in Paragraph 484, or (b) provide the manager with an official grade report and a paid bill or receipt for tuition within sixty (60) days after the end of the term, the full amount of the advance will be deducted from the employee's paycheck in equal installments over a six-month period, as authorized by the employee's signature on the request.

3) If an employee leaves the University, either voluntarily or involuntarily, before successfully completing the course or before reimbursing any amounts owing under this Article, or if an employee does not register for, or attend 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 XXIV
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 issues to be discussed including, but not limited to, reported work-related injuries. If the Safety committee finds that an investigation should be made concerning a particular practice or rule that affects the safety of employees, one (1) request Association number 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, pay or benefit 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 a 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 for any shift worked, 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 to which care 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 Incert Note for Paragraph 486.)
SECTION C.

1) Non-emergent, work-related health care will be provided to employees for:

a) reported work-related illness or injury;

b) evaluation for contagious condition potentially harmful to patients or co-workers; and

c) potential work-related infections or chemical exposure.

2) Other services which may be offered to employees include:

a) new employee screening;

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 disease and/or occupational health risks.

SECTION D.

The location for provision of the services described in Section C and D 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

Hospital-based employees include:

a) 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.

Employees must have approval to leave the unit, from their supervisor, before utilizing the Employee Health Service or other designated location.

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 guided by their supervisor or designate of the appropriate procedure to follow when he/she is not available.

In addition, the supervisor or designee may send an employee on work time to the Employee Health Service or other designated location for any occupational health service which enables the employee 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.

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 XIV
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 matter.

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 495)

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 notice 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. Usually, 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 The review shall be held within two (2) calendar days after request by the Association. The employee, immediate supervisor, will be at the review unless this requirement would not permit the review to be held within the two (2) calendar days 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 notification 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 such 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 DISCIPLINARY/DISCHARGE

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.

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.

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:

1) If the Arbitrator finds there was just cause, the Arbitrator may modify the disciplinary action taken only if it:
   a) was taken arbitrarily, or
   b) was excessive; otherwise, the Arbitrator must affirm it.

SECTION H. IMPARTIAL REVIEW PANEL

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 ten (10) calendar days following the receipt by the Association of the University's Step Two answer.

If the Association exercises its option as provided in Section G.1 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.

The Impartial Review Panel will be composed of three (3) members according to the following provisions:

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.

b) The three (3) members shall select one (1) of their numbers to be chairperson who shall provide at the hearing and who shall report, in writing, the Panel's findings and decision to the University and the Association.

c) The Review Panel shall convene and initiate the hearing at a time which is mutually acceptable to the members of the Panel, 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.
The Review Panel shall be limited to the evidence presented to it and will be prohibited from conducting any activity of an investigative nature.

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.

The decision of the Review Panel, together with a statement of its findings, will be transmitted 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.

The hearing of the Review Panel will not be public.

The Review Panel shall cause all witnesses to swear to or affirm the truth of their testimony.

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.

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.

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.
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 531)

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 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 an 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 g) 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.
545 3) University - The University will be represented in the Dispute Resolution Procedure as follows:

546 Step 1 -- The immediate supervisor of the involved employee.

547 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 Associate Directors of Nursing and Department Heads and their offices 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.

551 SECTION E. DISPUTE RESOLUTION PROCEDURE

552 The following procedure shall be the sole and exclusive means for dispute resolution. [See Intent Note for Paragraph 551]

553 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 of 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 shall identify the issues of concern, the interests of the parties, and options for resolution.

554 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 start began.

The appeal must be in writing and will include the following:

a) a statement of the facts of 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).

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

Within twenty-one (21) calendar days following receipt of an appeal by the Office of 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)

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 discussions.

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

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 thirty (30) calendar days 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.

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

The Association and the University agree that mutual problem solving is the preferred manner to resolve differences.

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 UMPUC, the appropriate Area Representative, a representative of URA and the relevant, 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 Internal Note for Paragraph 55U]

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.

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

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.

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.

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

SECTION G. TIME LIMITS ON APPEALS

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.

2) 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.

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

Where one or more disputes involve a similar issue, those disputes by mutual agreement may be held in abeyance without prejudices, sending the disposition 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.

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

SECTION H. TIME LIMIT ON CLAIMS

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.

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

Agreements between the parties involving clarification of intent of any provision of the Agreement, or issues of mutual concern, will be
SECTION J. CONFIDENTIALITY OF DISPUTE RESOLUTION PROCEDURE

573 Information and data related to matters processed through Article XVII Discipline or Article XVII, Dispute Resolution Procedure and Mediation Procedure and Article XXVII, 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 XVII 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 occurs 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.)

576 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 the 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 may request that a list of arbitrators be provided by the American Arbitration Association, the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission, to submit a list of five (5) or more qualified arbitrators, none of whom may be in the employment of the University. If both the University and the Association independently solicit a list from a different agency, the earliest postmarked request shall determine which list is to be used if the parties cannot mutually agree on another arrangement. If one of the arbitrators on the list is not mutually agreeable, a second list, from the same agency, will be requested. If none of the arbitrators on the second list is mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as the arbitrator. The University and the Association, or, a case by case basis, may change, by mutual and specific agreement, either or both of the thirty (30) or forty-five (45) calendar day periods set forth above.

577 3) Terms and Conditions of Arbitration - Every dispute submitted to an arbitrator for decision shall be subject to the following terms and conditions:

578 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. If the event the arbitrator does not accept the selection, the selection process shall be repeated until an arbitrator has accepted selection.

b) Upon receipt of this communication, the arbitrator shall fix the time for hearing the issues or issues submitted for decision.

c) At the time of the arbitration hearing, both the university and the Association shall have the right to examine and cross-examine witnesses.

d) Upon the request of either the university or the Association, or both, a transcript of the hearing shall be made and furnished to the arbitrator with the University and the Association having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy. Unless it is mutually requested, in such a case, the cost shall be shared equally.

e) At the close of the hearing, the arbitrator shall afford the University and the Association a reasonable opportunity to furnish briefs.

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 the University, no later than seven (7) calendar days prior to the scheduled hearing, the names of persons to be summoned. An employee who misses 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 11 (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
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.

Pre-Arbitration Hearing Conferences — Upon the filing 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

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 593)

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.

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.

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.

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.

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 XIX
PROFESSIONAL ACTIVITIES AND EDUCATION

Absence from the unit for attendance at professional conferences, or research or training at an on or off campus site for the purpose of 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 associations as described in Paragraph 581. Hospital business days used on a weekend will be considered part of the employee's appointment fraction. Scheduling of 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 five (5) days each year.
   b) Effective July 1, 2002, not less than five (5) days each year, prorated in appointment fraction except that no employee will receive less than three (3) days.

The parties agree that all employees should take advantage of opportunities afforded them. To this end, the University will provide financial resources to support 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 reimbursement 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 supervisors. In addition, unit staff will determine criteria for addressing competing requests and equitability. (See Introd Note for Paragraph 590)

NURSE PRACTITIONERS AND CERTIFIED NURSE MIDWIVES

591 Effective July 1, 2002, additional funding will be available so that each employee with an appointment fraction of fifty percent (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 percent (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 to 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 less of regular pay, benefits or seniority for five (5) eight (8) hour days per week for responsibilities in accordance with Article XXV, Section D, Discipline: Article XXVI.
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, the Chairperson of the Association shall 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 Notes 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 (illness, 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 this Agreement. All such time off shall be scheduled with the permission of the Secretary, Treasurer, 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 B.

Non-Probationary employees who are 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 employees will be granted more than five (5) consecutive working days off at any one time or 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.
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.

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. (See Intent Note for Paragraph 603)

In the event a decision is made to have work regularly and customarily performed by employees in the bargaining unit performed at University-operated premises by a source outside the University or by University employed temporary, an employee in the bargaining unit shall suffer a loss of base wages as a result of such a decision.

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.

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

The University and the Association acknowledge that during the negotiation process that resulted in this Agreement, each has the unlimited right and opportunity to make comments 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 LVII, 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 IV
TERM OF AGREEMENT

This Agreement shall become effective on April 11, 1982 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

Andrea Child
Chair

for the Michigan Nurses Association

Debrah Stine
President

ARTICLE XIII
APPENDIX A

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

SECTION A. IMPLEMENTATION

Schedule A - N-1 - N-5

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

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 A, Paragraph 616.

Schedule C - N-1 - N-5

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 A, Paragraph 616.

Schedule D - N-1 - N-5

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 A, Paragraph 616.

Retroactive Payment N-1 - N-5

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 6.11B.)

4) Employees who were hired into the University and placed on Step Nine (9) after June 29, 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 6.11B.)

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 6.11B.)

SECTION B. REVIEW

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 request is not received 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

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 remain on the employee's anniversary date after July 1, 2000. Step increases will recur through June 30, 2004. (See Intent Note for Paragraph 6.11.)
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<td>$31.18</td>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Minimum</th>
<th>23</th>
<th>24</th>
<th>25</th>
<th>26</th>
<th>27</th>
<th>28</th>
<th>29</th>
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<tbody>
<tr>
<td>N-5</td>
<td>Annual</td>
<td>$64,173.00</td>
<td>$66,308.00</td>
<td></td>
<td></td>
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<td></td>
<td>Monthly</td>
<td>$5,483.33</td>
<td>$5,620.50</td>
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<td></td>
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<td></td>
<td>Biweekly</td>
<td>$2,460.20</td>
<td>$2,533.90</td>
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<td></td>
<td></td>
</tr>
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<td></td>
<td>Hourly</td>
<td>$30.59</td>
<td>$31.02</td>
<td></td>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Minimum</th>
<th>30</th>
<th>31</th>
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<th>33</th>
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<tbody>
<tr>
<td>N-6</td>
<td>Annual</td>
<td>$66,438.54</td>
<td>$70,101.96</td>
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<td></td>
<td>Monthly</td>
<td>$5,758.54</td>
<td>$6,010.29</td>
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<td>$2,668.00</td>
<td>$2,753.90</td>
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<tr>
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<td>Hourly</td>
<td>$30.59</td>
<td>$31.02</td>
<td></td>
<td></td>
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</table>
APPENDIX A-2
WAGE SCHEDULES & STEP PLACEMENT FOR CERTIFIED REGISTERED NURSE ANESTHETIST (N-6)

SECTION A. IMPLEMENTATION

Schedule A - N-6

Effective May 1, 2001 the Wage Schedule shall be no less than the amount set forth for each step within pay grade N-6 as shown in Schedule A, Paragraph 620.

Schedule B - N-6

Effective July 1, 2001 the Wage Schedule shall be no less than the amount set forth for each step within pay grade N-6 as shown in Schedule B, Paragraph 622.

Schedule C - N-6

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 622.

Schedule D - N-6

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 623. (See Memorandum of Understanding, Paragraphs 121 - 123)

Retroactive Payment - N-6

Employees in the N-6 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.

SECTION B. REVIEW

624 The procedure for review of step placement for employees in the N-6 pay grade is outlined in Paragraph 625.
SECTION C. STEEP PLACEMENT FOR Hires ON 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 Case 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

<table>
<thead>
<tr>
<th>Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>4A 5A 6A 7A 8A</td>
<td>CSR Acute Care Cluster</td>
</tr>
<tr>
<td>4B 5B 6B 7B 8B</td>
<td></td>
</tr>
<tr>
<td>9C 9D 10C 10D</td>
<td>CSR Acute Care Cluster</td>
</tr>
</tbody>
</table>

#### 633 University Hospital Intensive Care

<table>
<thead>
<tr>
<th>Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>TICU</td>
<td>Acute Dialysis</td>
</tr>
<tr>
<td>NICU</td>
<td>Team/Burn</td>
</tr>
<tr>
<td>SICU</td>
<td>Emergency Services</td>
</tr>
<tr>
<td>CCU</td>
<td>Survival Flight</td>
</tr>
<tr>
<td>CCU</td>
<td>CSR Adult ICU Cluster</td>
</tr>
</tbody>
</table>

#### 634 Pediatric/Pernatal/Psychiatry

<table>
<thead>
<tr>
<th>Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>PICU</td>
<td>Pediatric Dialysis</td>
</tr>
<tr>
<td>PCTU</td>
<td>Neon's Maternity Center</td>
</tr>
<tr>
<td>EOCU</td>
<td>Child/Age/Neonatal Psych.</td>
</tr>
<tr>
<td>HCF</td>
<td>Outpatient Psychiatry</td>
</tr>
<tr>
<td>NICU</td>
<td>CSR Pediatric ICU Cluster</td>
</tr>
<tr>
<td>NIC</td>
<td>CSR Pediatric Acute Care Cluster</td>
</tr>
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</table>

#### 635 Ambulatory Care

<table>
<thead>
<tr>
<th>Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>TvBrAn Clinics</td>
<td>Turner Clinic</td>
</tr>
<tr>
<td>Employee Health</td>
<td>Practice Management</td>
</tr>
<tr>
<td>Cancer Center</td>
<td>Off-site Health Centers</td>
</tr>
<tr>
<td>CSR Ambulatory Care Cluster</td>
<td>All practices under the Local Operating Agreement</td>
</tr>
</tbody>
</table>

#### 636 Operating Rooms, Recovery Rooms, Procedure Areas

<table>
<thead>
<tr>
<th>Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Operating Rooms</td>
<td>Nott Operating Rooms</td>
</tr>
<tr>
<td>Main Recovery Room</td>
<td>Nott Recovery rooms</td>
</tr>
<tr>
<td>Pathology</td>
<td>Medical Procedure Unit</td>
</tr>
<tr>
<td>Livonia Surgery Center</td>
<td>Radiology/Angiography</td>
</tr>
<tr>
<td>Cardiac Cath/CPIC/OIC</td>
<td>Lab</td>
</tr>
</tbody>
</table>

---

637 Advanced Practice Nurses & Outlying Areas

<table>
<thead>
<tr>
<th>Area</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNR's</td>
<td>Homeless, Home Infusion</td>
</tr>
<tr>
<td>Certified Nurse</td>
<td>Ob Anesthesia Nurses</td>
</tr>
<tr>
<td>Midwives</td>
<td>Vascular Access Team</td>
</tr>
<tr>
<td>Clinical Nurse</td>
<td>Blood Bank/Apheresis</td>
</tr>
<tr>
<td>Specialists</td>
<td>Radiation Oncology</td>
</tr>
<tr>
<td>Student Services</td>
<td>Nurse Practitioners</td>
</tr>
<tr>
<td>Dental School</td>
<td>Psychiatric Emergency Svcs, Acute Pain Svcs. (Adult, Dialysis off-site, &amp; Pediatric)</td>
</tr>
<tr>
<td>Livonia Chronic</td>
<td>All remaining Dialysis sites</td>
</tr>
</tbody>
</table>
### APPENDIX D

**Vacation & Holiday Request Times**

<table>
<thead>
<tr>
<th>Request Period</th>
<th>Notification Period</th>
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<tbody>
<tr>
<td>January 1-15:</td>
<td>February 1:</td>
</tr>
<tr>
<td>Holiday request for</td>
<td>Holiday Schedule Posted</td>
</tr>
<tr>
<td>Memorial Day</td>
<td></td>
</tr>
<tr>
<td>July 4th</td>
<td></td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
<tr>
<td>Thanksgiving</td>
<td></td>
</tr>
<tr>
<td>Christmas</td>
<td></td>
</tr>
<tr>
<td>New Years</td>
<td></td>
</tr>
<tr>
<td>February 1-28:</td>
<td></td>
</tr>
<tr>
<td>Vacation request for</td>
<td></td>
</tr>
<tr>
<td>May 1 - April 30:</td>
<td></td>
</tr>
<tr>
<td>March:</td>
<td>April 1:</td>
</tr>
<tr>
<td>Nurse Manager</td>
<td>Vacation Schedule Posted</td>
</tr>
<tr>
<td>makes vacation schedule</td>
<td></td>
</tr>
</tbody>
</table>

### APPENDIX E

#### CALCULATION OF STRAIGHT DAY SHIFTS

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 5 to determine the total number of day shift hours required.
3. Multiply the number of total day shift hours required (from 2 above) by 0.1 (0.478) to determine the number of hours to be designated as straight day shift hours.
4. Divide the number of hours designated as straight day shift hours (from 3 above) by 40 to determine the number of FTE (full-time equivalent) to be designated as straight day shift positions.
5. Use the following chart to determine the number of employees to be assigned to straight day shift. Use the employee's shift length and appointment fraction to determine the Day Shift Fraction for each employee. Subtract the Day Shift Fraction from the number of FTE designated as straight day shift positions (from 4 above). Continue this process until zero or less than zero is achieved.
STRAIGHT DAY SHIFT EXAMPLE

Example:

a) Assume 50 day shifts per week.

b) 50 shifts x 8 hours = 400 hours.

c) 400 hours / 4.4 (4/4) = 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:

<table>
<thead>
<tr>
<th>Emp</th>
<th>Shift Length</th>
<th>Hours/Week</th>
<th>Day Shift Fraction</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>8</td>
<td>40</td>
<td>2.00</td>
<td>(4-1-3)</td>
</tr>
<tr>
<td>B</td>
<td>12</td>
<td>78</td>
<td>.67</td>
<td>(3-.47-2.53)</td>
</tr>
<tr>
<td>C</td>
<td>8/12</td>
<td>36</td>
<td>.70</td>
<td>(2.63-7-1.83)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>8/12</td>
<td>40</td>
<td>.89</td>
<td>(1.03-9-1.03)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>8</td>
<td>24</td>
<td>.80</td>
<td>(1.03-.6-.43)</td>
</tr>
<tr>
<td>F</td>
<td>12</td>
<td>36</td>
<td>.80</td>
<td>(.43-.6-.40)</td>
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</table>

These six employees would be assigned to straight day shifts.

STRAIGHT DAY SHIFT TABLES

<table>
<thead>
<tr>
<th>Length of Shift</th>
<th>Hours/Week</th>
<th>4 Shiftings/2 Weeks</th>
<th>Day Shift Fraction</th>
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<tbody>
<tr>
<td>4</td>
<td>1</td>
<td>.2</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>.3</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>.4</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>.5</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>.6</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>.7</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>.8</td>
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</tr>
<tr>
<td>24</td>
<td>1</td>
<td>.9</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>1</td>
<td>1.0</td>
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</table>

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

208
### Length of Shift - 8 and 12 Hour Combinations

<table>
<thead>
<tr>
<th>HOURS/WK</th>
<th>8 HR. Shifts per 2 Weeks</th>
<th>12 HR. Shifts per 2 Weeks</th>
<th>Day Shift Fraction</th>
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<tbody>
<tr>
<td>10</td>
<td>1</td>
<td>1</td>
<td>.2</td>
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<td>4</td>
<td>1</td>
<td>.5</td>
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<td>34</td>
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<td>0</td>
<td>.6</td>
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<td>40</td>
<td>6</td>
<td>0</td>
<td>.6</td>
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<td>46</td>
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<td>0</td>
<td>.6</td>
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<td>52</td>
<td>8</td>
<td>0</td>
<td>.6</td>
</tr>
<tr>
<td>58</td>
<td>9</td>
<td>0</td>
<td>.6</td>
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<tr>
<td>64</td>
<td>10</td>
<td>0</td>
<td>.6</td>
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<tr>
<td>70</td>
<td>11</td>
<td>0</td>
<td>.6</td>
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<tr>
<td>76</td>
<td>12</td>
<td>0</td>
<td>.6</td>
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<td>82</td>
<td>13</td>
<td>0</td>
<td>.6</td>
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<td>88</td>
<td>14</td>
<td>0</td>
<td>.6</td>
</tr>
<tr>
<td>94</td>
<td>15</td>
<td>0</td>
<td>.6</td>
</tr>
</tbody>
</table>

* 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.

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**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 need for layoffs 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)

For the Regents of The University of Michigan Professional Nurse Council

The Michigan Nurses Association

The University of Michigan Professional Nurse Council

Date: 10/2/91

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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.

Date: 10/24/91

[Signatures]

The Michigan Nurses Association

The University of Michigan

For the Regents of
The University of
Michigan

Date: 10/24/91

[Signatures]

The University of Michigan Professional Nurse Council

For the Regents of
The University of
Michigan

Date: 10/24/91

[Signatures]
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's Periodic Health Appraisal Program, as it exists or is modified in the future: Head Care Coordinator, Education Coordinator, Health Nurse, Nurse Clinician II, Clinical Nursing Specialist, Nurse Assistant, 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.

Date: 9/30/80

The Michigan Nurses Association

The University of Michigan

and

The Michigan Nurses Association

The University of Michigan

Date: 9/30/80

Nurse Council

Nurse Council
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 new employees, the University will discuss the matter with the Association and invite comments through the Conference Procedure provided in Article LXVIII, conference.

652A Employees who are hired or transfer into the bargaining unit shall be placed on a salary step commensurate with their recognized prior 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 713-715 (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 or after 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 in the appropriate pay grade that provides at least a five per cent (5%) base wage increase over the calculated step placement in the (5) any grade. (See Intent Note for Paragraph 653).

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 653).

7) New hires or transfers into the classification of Certified Registered Nurse Anesthetist will be placed according to Paragraph 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 452. This Agreement will be applied prospectively and there will be no salary review or change in any salary which was established before July 29, 1985 as a result of this change in methodology.

The University of Michigan

The Michigan Nurses Association

The University of Michigan Professional Nurses Council

Date: 7/29/85
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 schedule includes all compensation for Article XVI, Shift Premiums; Article XV, Overtime, Article XVII, On-Call and Article XVIII, Assignment Time Off of our Agreement. This rate considers and includes the fact that these employees are expected to work whenever needed.

For the Regents of The University of Michigan

[Signature]

The Michigan Nurses Association

And

the University of Michigan Professional Nurse Council

Date: 10/24/85

MEMORANDUM OF UNDERSTANDING
WEEKENDS

856 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:

2001

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

2002

13) 1/24-25 14) 2/22-23 15) 3/19-20 16) 4/16-17
4/2-3 5/6-7 4/2-3

210 211
<table>
<thead>
<tr>
<th></th>
<th>5/11-12</th>
<th>6/8-9</th>
<th>7/6-7</th>
<th></th>
<th>2004</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>5/16-19</td>
<td>6/13-16</td>
<td>7/12-14</td>
<td>21</td>
<td>12/20-21</td>
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<td>20</td>
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<td>6/22-30</td>
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<td>8/3-4</td>
<td>9/31-4/1</td>
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<td>8/10-11</td>
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**Note:**

For the Regents of The University of Michigan

The Michigan Nurses Association

The University of Michigan Professional Nurses Council

Date: [Signature]

[Handwritten Signature]
MEMORANDUM OF UNDERSTANDING

CLINICAL LAURER

661 The parties agree that an equitable system of transfers through the clinical ladder is desirable. The parties further agree that this is a complex and difficult task within a decentralized nursing system. giving the wide range of responsibilities within each clinical area and the differences between units.

662 In order to assure that employees are safeguarded 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.

663 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.

664 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.

665 The Association representatives participating in this process will suffer no loss in pay or shift premiums, if applicable.

The Michigan Nurses
For the Regents of
The University of Michigan

The University of Michigan Professional
Nurses Council

Date: 3/4/99

The Michigan Nurses
For the Regents of
The University of Michigan

The University of Michigan Professional
Nurses Council

Date: 3/4/99
MEMORANDUM OF UNDERSTANDING
UNIT RECONFIGURATION

570 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, FTO and holiday scheduling, seniority ranking, retention of classification, vacation and/or reduction-in-force, and employees on leave of absence. (See Paragraph 202 and 662B)

570A In the event there are fewer positions in the reconfigured unit, it is not intended that current employees in that unit hold the positions.

576 Representatives of the Association shall not suffer loss of time or pay for participation in meetings related to this issue.

576A 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 raises. Part-time equivalent hours may be adjusted for orientation.

Employees with the highest seniority on a merged or reconfigured unit will have first priority for voluntary reduction-in-force status.

For the Records of
The University of
Michigan

and

The University of
Michigan Professional
Nurses Council

Date: 10/24/3

[Signature]
MEMORANDUM OF UNDERSTANDING

ANNIVERSARY DATES

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.

For the Regents of The University of Michigan

[Signature]

For the Michigan Nurses Association

[Signature]

AND

The University of Michigan Professional Nurses Council

[Signature]

Date: 1/24/93

WORKFORCE TRANSITION

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.

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).

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:

• Important 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.
It is understood that training and orientation will be initiated prior to the completion of the transition. If the transition results in a reduction of the workforce, resources will be utilized to assist in the placement of displaced employees. Funds will be solicited to support nurses in the transition 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 X.)

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.

The Michigan Nurses Association

The University of Michigan

Date: 1/24/01

Deborah Stilp

MEMORANDUM OF UNDERSTANDING

DEPARTMENT POSITIONS

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)

It is further agreed that no current employees would be required to take such a position, nor would any current employee be placed in a reduction-in-force status to create such positions.

The Michigan Nurses Association

The University of Michigan

Date: 1/24/01

Deborah Stilp

Date: 1/24/01

Deborah Stilp

The University of Michigan Professional Nurse Council

Date: 1/24/01

Deborah Stilp

The University of Michigan Professional Nurse Council
MEMORANDUM OF UNDERSTANDING
RELEVANT LABOR MARKETS

709 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.

For the Regents of The University of Michigan

[Signature]

Date: [Date]

For the Michigan Nurses Association

[Signature]

Date: [Date]

For the Michigan Professional Nurse Council

[Signature]

Date: [Date]

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 XVII of this Agreement. Following successful completion of probation, the employee will accrue seniority from the original date of hire as a Graduate Nurse.

For the Regents of The University of Michigan

[Signature]

Date: [Date]

For the Michigan Nurses Association

[Signature]

Date: [Date]
MEMORANDUM OF UNDERSTANDING
OVERTIME MANAGEMENT

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

7.4 In addition, the parties will establish a joint group, including representatives from
the relevant areas, to examine the possibility of adding CSR options to provide support to
those areas not currently covered by CSR.

Steps taken: [Signatures]

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

and

The University of
Michigan Professional
Advocacy Council

Date: [Signature]

7.5 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 examine the redesign
program. If the workload is not solely
nursing work, this group will identify
employees to participate in the redesign
process.

Steps taken: [Signatures]

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

and

The University of
Michigan Professional
Advocacy Council

Date: [Signature]
MEMORANDUM OF UNDERSTANDING
AMBULATORY CARE COLLABORATIVE PRACTICE MODEL

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 Exhibit A for Paragrap 141 A)

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 Clinic.

Date: 9/2/94

For the Regents of
The University of Michigan

And

For the Michigan Nurses
Association

Date: 9/2/94

MEMORANDUM OF UNDERSTANDING
PROFESSIONAL ISSUES

The joint bargaining teams agree to mutually conduct a review of current documents 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.

Date: 9/2/94

The Michigan Nurses
Association

And

The University of
Michigan Professional
Nurses Council
The Association and the University will meet jointly to define job/area specifications and desired qualifications as equitable.

For the Regents of The University of Michigan

Name

Date: 1987/01

Deborah Steele

The Michigan Nurses Association

Date: 1987/01

Deborah Steele

The University of Michigan Professional Nurse Council

Date: 1987/01

Deborah Steele

Memorandum of Understanding

Transfer and Promotion

Prior to July 1, 2003, a joint market assessment will be conducted to evaluate the need for any adjustment to the wages, and the adjustments made will be made to those classifications. Criteria for adjustments include:

1. Average actual rates below the 75th percentile compared against competitive rates (see chart note for July 720).

2. Vacancy rates exceeding ten per cent (10%) as of the end of the fiscal year (better indicated by position of the remaining unfilled positions, calculated as new positions filled in percent of positions filled)."
CONTRACT ADDENDUM

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

Temporary nurses are to be paid at a consistent level across all hospitals. The rate has been set according to market trends 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.

ADDITION 5

JOIN UMPUC/UNION MANAGEMENT PTO GUIDELINES

As agreed in 1998 when the Paid Time Off (PTO) Guidelines were implemented, the Joint UMPUC/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 UMPUC 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 this.

It is the intent of the PTO Guidelines, as well as the contract scheduling language, to provide sufficient access to pre-scheduled 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 (i.e., 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
  - In seniority order for remaining vacation blocks that are available following the request period on the unit. (See Paragraph 330.)
  - 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. By justification for the use of PTO will be required with the following exceptions:
- If PTO is used in conjunction with a holiday, see Paragraph 352 or 353.
- If unscheduled PTO is taken contiguous to a scheduled PTO request, the nurse manager may require an explanation of

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) and bridge bank reimbursement.
- 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.

the absence and verification of the reason, as appropriate.
- If PTO is used for health care appointment (see Paragraphs 330 & 331).
- Disclosure of reason for absenteeism is required for accessing short-term disability (STD) and bridge bank reimbursement.
- 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) and bridge bank reimbursement.
- Consider requests in the context of what is happening on the unit.
- Respect individual and peer needs for time off.
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 employee with days left chooses to use and the remainder may be offered to other staff.
   - If the employee's PTO is exhausted due to designated (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 unanticipated and unexpected PTO including the use of partial shifts and contiguous unscheduled and unanticipated time with scheduled time. The discussion will include a UHNQ 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 or to pay time due to exhaustion of PTO accrual may have the outcome of disciplinary action, and should include representation by UHNQ and WEC in addition to the manager and employee.

A - 5

CONTRACT ADDENDUM

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 absences.
   - 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 XII, 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 333X.

   When there is a concern about an employee's frequency or regularity of partial shift absences, a meeting may be convened with UHNQ, the manager and the employee to review and resolve concerns as needed.

A - 7
The continuous use of PTO in an unscheduled or unanticipated manner can be construed as a failure of the system and is 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 can create a sense of dissatisfaction with 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 requests would occur after the unit schedule is posted.

- Employees are encouraged to utilize work/life/benefits resources available through the Employee Assistance Program, Support groups, etc.

- When there is a concern about an employee's frequency or irregularity of unscheduled and/or unanticipated PTO, a meeting may be convened with the employee and the manager to provide 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.

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

- If unscheduled or unanticipated PTO is taken either prior to 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 irregularity of unscheduled and/or unanticipated time off, a meeting may be convened with 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.

As part of the evaluation process, anonymous comments were received from staff members about the absenteeism of their colleagues. While the
The 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 especially 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 FTO process, the following is pertinent:

- Management will continue to provide staff with information monthly about FTO accruals.
- Core information will be identified to be on all annual FTO request forms to assure agreement between staff and manager related to the amount of FTO time made available, amount requested, amount scheduled and amount awarded; it will be signed by both parties.
- Seniority governs the resolution of conflicting requests.
- There will be a continued effort to monitor and evaluate the system.
- The Joint FTO Advisory Group will continue to exist in order to do problem-solving, monitoring and evaluation related to the implementation of the revised FTO 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 in 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 CRM.

4. If appropriate accommodated work is not available, the employee may not work and will be placed on the appropriate status (i.e., FTO, LTD, LQA).

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 reassignment 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.

A - 10

APPENDIX C

DISABILITY ACCOMMODATION GUIDELINES

A - 11
i. Employee requesting accommodated work for a time-limited restriction, but who cannot be accommodated in the home unit or placed on another unit through CSR;

ii. Employee who requests an extension of short-term disability, or an extension of a medical leave of absence;

iii. 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;

iv. 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;

v. Nursing Administration, UHDP, and 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 improve or improve such that the employee may return to his/her usual duties within six months of 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 for nine months for pregnancy, excluding childcare leave of absence.
ARTICLE I: RECOGNITION AND DEFINITIONS

9/10 We agree to educate managers regarding the use of temporary staff:

a) Relief for regular employee scheduled FTO.

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, or other unscheduled situations (Reference Overview 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 18.

34 Any case starting in Core "C" will be completed by Core "C" nurses unless there are volunteers from Core "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".

38 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

28A The American Nurses Association (ANA) position statement on the use of unlicensed assistive personnel will be accessible to employees on the unit and included in central orientation. The delegation competencies will be mutually reviewed and then the gaps will be identified and addressed.
22 The American Nurses Association (ANA) and the Michigan Nurses Association (MNNA) 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 training and external legal legislation.

26 Advance Practice Nurses (APN) will be evaluated by another APN whenever possible. In addition, APNs will be evaluated using tools designed specifically for the applicable APN role. If a tool is not currently available, the APNs will be involved in the development of an evaluation tool for their roles.

26b An employee signature on a performance evaluation does not confirm agreement with the evaluation.

ARTICLE XI: ASSOCIATION ORIENTATION

30 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 orientation will not be interrupted.

We agree that Association orientation is paid time for the employee 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 extend the position of orientation related to membership or dues.

ARTICLE XII: COMPONENTS OF WORKING & PAYCHECK CORRECTIONS

87 Payroll utilization and balances will be printed on the employee's pay stub at the time of systems capability.
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.

"Not normally" means unusual, rare occurrence.

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 weekend off, provided the staff remaining have the ability to do the work. The intent is to increase weekend 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 on 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 prohibit it.

Forty percent (40%) is a minimum not a maximum. The intent is to attract employees to straight off shifts by use of the bonus in order to increase the number of straight day shifts.

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

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 grad.

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 19: 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.
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 149.)

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

158 A temporary employee may replace a regular employee who is working overtime/over appointment hours with the exception of pre-scheduled over appointment hours.

159 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 limits, 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 over/over appointment hours worked and all other hours qualifying for the over-limit premium will be recorded in the schedule period log.
- Credit for eligible float occurrences will be recorded on the equity log or the assigned time off log, at the employee's direction as the date of last occurrence.
- Details regarding the format, definition of occurrence, method for "zeroing" the logs, etc., will be determined by each unit's Workload Review Committee.

163 The University agrees to provide each Workload Review Committee and the Association with a report every four (4) weeks including, but not limited to, all hours worked by employees on the unit, all hours worked by temporary staff, all overtime hours, all mandatory overtime hours, all overappointment hours, all mandatory 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 an individual clinic/area basis.

163A Non-productive Clinical Nurse II 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 units 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 CTR employees assigned to 24/7 clusters.
Due to the on-call requirements related to unscheduled patient care, the Emergency Department, Women's Hospital Birthing Center and ECHO 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 to specific procedures 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, 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;
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;
4. 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 Services, University Health Services, Wound Clinic, Cancer Answer Line, Radiation Oncology, Burn Clinic, the primary care health centers, Plastic Surgery Clinic, Preventive Cardiology Clinic, Med Sport and other off-site specialty clinics.

Home Health and Practice Management Services are included with the Ambulatory Care Clinics for purposes of the overtime system only.

Through joint agreement, an individual unit or units may be designated for a specific time period during which the hours worked will 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.

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.

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.
ARTICLE XV: ASSIGNED TIME OFF
154C An employee who is assigned time off will not be required to be on call or return to work during that employee's shift.

"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) To depend 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 XVTII: 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, ECHO 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 1 & 3B Unit Categories)

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

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:

1-10

ARTICLE XIX: VARIABLE ACTIVITIES
280A CSR regular employees in need of placement will have priority over inpatient patients seeking additional skills in the Ambulatory Care Clinics.

280C In the Operating Rooms, cases occurring after hours (on-call) will be conducted in the location best suited to the patient's needs. This will not be considered a float occurrence.
In the operating rooms, float pools, when applicable, will be paid through the conclusion of the case.

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 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" situations, floating will be on a voluntary basis.

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.

Chances 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 option and at the employee's request, be temporarily placed on 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 at 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, or 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 3C to bring the definition into harmony with the system as outlined in the Memorandum of Understanding, Temporary Employees.
Effective April 11, 2002, CCR temporary employees will have the same weekend, off shift and holiday work 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.

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

CCN 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 CCR float employees will remain available for unanticipated fills. "Not normally" means when no other options are available, or where the employee worked previously.

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

We agree that "seniority" does not include temporary employment.
INTENT NOTES

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 pay less than seven (7)
calendar days remaining in the notification
period, he/she will be placed first.

In regard to placement of employees who
have been subject to a reduction-in-force in
the CIB, 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 at a
regular position and opt to go into the
CIB;

c) The intent is to place the employee in a
regular position or training position;

258

d) The employee retains recall rights
consistent with those of a laid-off
employee (para 258).

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 as the
employee's shift as possible. The employee
will not normally be expected to work the
remainder of the shift following notification,
and will receive pay for the rest of the shift.

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 Brending Unit or in
the CIB 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 or less than eighty percent (80%) of
original appointment hours without losing
recall rights.

ARTICLE XXVII

TRANSFERS: PROMOTIONS, RECOGNITIONS, AND LATERALS

269 We agree that in transfer/promotion, the
Employment Office will not displace
discipline older than two (2) years with the hiring
manager. If an employee is denied
transfer/promotion due to the manager's
reluctance to discipline older than two (2)
years, the request for transfer/promotion will
be reinstated without consideration given to
discipline.

I-16

J-17
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.

Provisional selection status is intended to provide an opportunity for the employee and the manager to explore the "fit" of the new position.

It is agreed that positions posted for less than 20 hours will be considered to be evaluated on a case-by-case basis in conjunction with the position the employee proposes a match.

Opportunities to allow employees to transfer to desirable areas with a split appointment will be supported whenever possible.

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.

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.

Job preference will be given to USPAC employees for Bargaining Unit positions for which they are qualified.

Evaluation of the desired qualifications may include input from references.

Job preference will be given to USPAC employees for Bargaining Unit positions for which they are qualified.

Evaluation of the desired qualifications may include input from references.

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.
2. Assessment of the professional credentials, skills, knowledge or abilities is accomplished objectively through a combination of the candidate...
3. The professional credentials, skills, knowledge or abilities enhance the ability to do the work so that the candidate will be able to become expert and function independently within an abbreviated timeframe.

4. Placement of the candidate who possesses the professional credentials, skills, knowledge or abilities will further institutional and unit goals including quality patient care, patient/family satisfaction, cost effectiveness, and will promote effective teamwork.

Professional credentials, skills, knowledge or abilities include, but are not limited to:

- Relevant education including degree, certification or continuing education
- Experience, both theory and practice based, evaluated by considering the breadth and depth, how recent, relevance, and specialized skills or knowledge
- Professional qualities including proactive 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.

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

286 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, and 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, 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

259 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 accruals 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.
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.

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.

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

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

If the employee's two (2) year anniversary
occurs at some time during the eighty (80)
hour access period, then the employee is
eligible for short term disability.

Once an employee is eligible for access to
his/her short-term disability income as
provided in Paragraph 336, eligibility will
continue for all other absences related to the
same illness or injury.

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

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

ARTICLE XXXII: HOLIDAYS

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.

Paragraph 355 applies only when
prescheduled.

ARTICLE XXXIII: LEAVES OF ABSENCE

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.

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

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

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.

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 number of hours absent on leave per week. Examples: a full-time employee who is taking personal medical leave of 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.
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

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 $900 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

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

ARTICLE XLV: DISCIPLINE

We agree that whenever practicable an Association Representative will be present when an employee receives notice of a disciplinary layoff or discharge.

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.

ARTICLE XLVI: DISPUTE RESOLUTION PROCEDURE AND MEDIATION PROCEDURE

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

The Association agrees to list specific paragraphs in disputes. Management agrees to answer specifically each of the paragraphs listed. If these conditions 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.

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

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.

If a dispute has not been heard with 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.
ARTICLE XLVIII: CONFERENCES

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

ARTICLE XLIX: PROFESSIONAL ACTIVITIES AND EDUCATION

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

ARTICLE LI: RELEASE TIME FOR ASSOCIATION BUSINESS

Training and education funds will be available to facilitate placement.

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

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

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

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 vacation date.

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

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

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

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.

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

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:

I-30