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# UNIVERSITY OF MICHIGAN FACT-FINDING

Prepared for fact-finding between  
The University of Michigan  
and  
The Michigan Nurses Association, 1989

2/26/90

## STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding Between)

THE REGENTS OF THE UNIVERSITY OF  
MICHIGAN

MERC Case No. D89 A-0093

-and-

MICHIGAN NURSES ASSOCIATION

### FACT FINDER'S REPORT

The undersigned, Barry C. Brown, was appointed by the Michigan Employment Relations Commission to conduct a hearing and to issue a report in the matter captioned above. Hearings were held in the M.E.R.C. offices in Detroit on September 25, 1989, October 17 and October 29, 1989. Hearings were held in Ann Arbor on October 20, 25 and 26, 1989. Oral summaries were made by the parties at the close of the hearings and thereafter the record was closed.

## APPEARANCES

For the University

Robert Vercruysse - Atty.  
Deborah Bland - Mgr. Staff and  
Union Relations  
John Forsythe - Executive Director  
Ellen Marszalek - Gaucher -  
Senior Assoc. Dir. of Hosp.  
Lazar Greenfield - Chief of  
Surgery  
Laurita Thomas - Admin. for  
Human Resources  
Joan Robinson - Director of Nurs.  
William P. Lemmer - Atty.  
David Dawson - Pers. Rep.  
Anthony Denton - Employment Mgr.  
Jan Mulcrone - Mgr. Sal. Admin.  
Tom Palmer - Mgr. Information Serv.  
Denise Kotsones - Clin. Nurse Mgr.  
Sherry Dufek - Clin. Nurse Mgr.  
Jenifer Holmes - Clin. Nurse Mgr.  
Janet Watts - Clin. Nurse Mgr.  
Ann Kelly - Head Nurse

For the Association

James Chiadini - Atty.  
Diane Davis Waller - Labor Relations Rep  
Margo Barron - Chairperson of unit  
Mark Kempton - Negotiating Team  
Cheryl Johnson - Negotiating Team  
Deborah Hartwick - Negotiating Team  
Sandra Wilson - Negotiating Team  
Mary Connors - Negotiating Team  
Jody Beth Berney - Negotiating Team  
Deborah Stoll - Flight Nurse

## BACKGROUND:

The employer, the University of Michigan Medical Center, is a nationally known concentration of 27 on-site clinical facilities. The center provides patient in-service with 880 beds and extensive out-patient services. It also serves as a center for research and health education on 82 acres located near the main campus of the university. There are 49 units in the 3 hospitals in the center and these units provide care in pediatrics, medical, surgical, obstetrics, psychiatry and the operating and recovery rooms. Intensive care units include medical, critical care, thoracic, surgical, burn, cardiac, neuro, pediatric and neonatal. The center serves 32,000 inpatients a year and more than 700,000 outpatients are cared for annually. The University Medical Center is a level I tertiary care center. It provides a sophisticated level of care not available at other hospitals. Thus many significantly ill or traumatized patients at the center have been transferred there by other institutions. The quality of care performed at the U of M center is unique and many procedures and treatment accomplished there are very specialized and are not offered at most other institutions in the state or nation.

The Michigan Medical Center employs 1800 registered nurses. Some work less than full-time and so these nurses fill the equivalent of 1654 full-time positions. These nurses organized and became a recognized bargaining unit in 1975. The R.N. collective bargaining unit at the center is described as follows:

"All full-time and regular part-time registered professional nurses employed by the University of Michigan at all facilities, including staff nurses, nurse clinicians I and II, health nurses, coordinator nursing education, clinical specialist, nurse anesthetists, and assistant head nurses (non-supervisory); but excluding nursing supervisors, assistant head nurses (supervisory) head nurses, all other supervisors, instructional staff, and all other employees."

The nurses first organized and bargained collectively with the university in 1975. Since that time there have been seven agreements between the Michigan Nurses Association and the employer. The most recent collective bargaining agreement was executed on May 7, 1987 and it expired on May 30, 1989. The parties began negotiating for a new contract in May 1989 and they met regularly through to July 19, 1989 when the nurses went out on strike. On July 26, 1989 the employer made a "final offer" to the Michigan Nurses Association and this offer was rejected by the membership. On July 30 the university filed a petition for fact finding with the Michigan Employment Relations Commission. On July 31, 1989 the employer also sought and gained a temporary restraining order by Washtenaw County Circuit Judge Melinda Morris. Initially the court ordered the nurses to return to work and then on August 9, 1989 the parties were directed to promptly proceed to fact finding. On August 15, 1989 the court issued a preliminary injunction against the work stoppage. This order will be reviewed by the court by way of a status hearing 30 days after the issuance of the fact finder's report.

## Job Description for a Clinical Nurse I

### BASIC FUNCTION AND RESPONSIBILITY

To provide total nursing care to an assigned patient population; and to participate in health team activities.

### CHARACTERISTIC DUTIES AND RESPONSIBILITIES

Perform physical and psychosocial assessment of patients' functional status and determine and initiate appropriate action.

Report significant changes in patient condition.

Provide nursing care to patients including the administration of medications and treatments as ordered and assist with diagnostic procedures.

Assess and monitor patient status, including response to medications and therapeutic and diagnostic procedures.

Identify problems presented by patients and families and initiate appropriate intervention.

Operate and monitor patient care equipment.

Document patient care, including changes in patient status.

Identify needs for patient and family education and provide instruction.

Formulate individual care plans and evaluate nursing care.

Participate in ensuring patient safety.

Participate in health team activities, including patient conferences, kardex rounds, and referrals.

Perform charge nurse responsibilities as assigned.

Assist in research studies and quality assurance activities.

### SUPERVISION RECEIVED

Supervision is received from a Head Nurse or other designated official.

### SUPERVISION EXERCISED

Functional supervision is typically exercised over LPN's, Nurse Aides, Allied Health, Service/Maintenance, and other support staff.

### QUALIFICATIONS

Successful completion of a program in nursing is necessary. Current licensure as a Registered Nurse in the State of Michigan is necessary.

## A Statement of the State of the Nursing Profession:

"Today's nurse must demonstrate educated vigilance in the monitoring of patient changes, as well as the ability to quickly recognize potential problems and their sequelae. Given the range of reactions and interactions that occur at any one time, the nurse needs to be ever more sensitive to the dynamics affecting the patient and his environment.

At the same time, nurses are becoming ever more central to the management of health care delivery in ways that are frequently invisible to the patient and the family. Increasingly, nurses are called upon to review length of stay requirements, track hospital-acquired infections, assess the attainment of quality of care, as well as monitor a variety of other organizational tasks.

The advancement of diagnostic and treatment technologies, whose management has frequently fallen into nursing's domain, has vastly increased the time and energy required of nurses practicing in highly complex practice settings. It is expected that future technological advances will further intensify the practice of nursing. Additionally, technological innovation has increased, and will continue to increase, the demand for well-prepared caregivers for the neonate, the chronically ill, and the very old.

In sum, today's nurses must possess a broad array of knowledge, skills, and abilities to meet the challenges of contemporary health care. Today, nursing means working in difficult and complex situations. It requires being able to think clearly and professionally. It requires using experience, sensitivity and creativity to make critical and often urgent decisions. Nursing takes leadership, initiative, managerial expertise and, increasingly, advanced education. It is work in which complexity and emotional strain are continually encountered, often leading to job dissatisfaction and career disillusionment.

The need for knowledgeable, sophisticated, caring nurses is greater now than at any time in the profession's history. Yet a critical nurse shortage currently exists and is expected to grow worse in the future. Cyclical shortages have existed since the turn of the century, although most of the attention given to these events has occurred since World War I. Some might maintain that this nurse shortage is like all of the others. However, historians tell us that there is something new about this latest nurse shortage (Lynaugh, 1988). As American values change, the

values influencing nursing are also changing, setting this shortage apart. On the demand side, the country is demanding more nurses to provide increasingly technical, complex, and cost-effective patient care. On the supply side, fewer potential entrants to the profession are viewing nursing as an attractive career alternative."

("Secretary's Commission on Nursing, Final Report," Department of Health and Human Services, Vol. I., December 1988 (p.iii)).

PERSONNEL ANALYSIS OF NURSING CLASSIFICATIONS AT U OF M MEDICAL CENTER

A) Nurse Class, numbers employed and percentages

	A	B	C	D	E
1	Classification	Full Time	Percent	Part Time	Percent
2	N1	599	56.10%	469	43.90%
3	N2	203	47.70%	223	52.30%
4	N3-CNIII	38	73.10%	14	26.90%
5	Clin Coord	52	81.30%	12	18.70%
6	Ed. Coord.	19	70.40%	8	29.60%
7	Flight	13	76.50%	4	23.50%
8	Home Care	14	82.40%	3	17.60%
9	N4-CN IV	5	38.50%	8	61.50%
10	Clin Spec	49	69.00%	22	31.00%
11	Clin Cons.	0	0%	2	100%
12	Ed. Spec	5	62.50%	3	37.50%
13	CRNA	9	60.00%	6	40.00%
14					
15					
16					
17	N1 and N2	802	53.68%	692	46.32%
18	N3	136	76.84%	41	23.16%
19	N4	59	62.77%	35	37.23%
20	CRNA	9	60.00%	6	40%
21					
22	Total	1006	56.52%	774	43.48%

U of M RN Staffing Trends:

Year	No. of FTE RN
1981	821
1982	942
1983	1021
1984	1106
1985	1129
1986	1235
1987	1412
1988	1494
1989	1529

Number of Beds:

1984	920
1989	880

B) Seniority level of RNs in all classifications

1	A	B	C	D	E	F
2	Seniority	Staff	Percent			
3	<1 year	360	20.25%			
4	1-2 years	335	18.80%			
5	2-3 years	197	11.10%		<3yrs=50.15%	
6	3-4 years	131	7.40%			
7	4-5 years	98	5.50%			
8	5-6 years	94	5.30%			
9	6-7 years	93	5.20%			
10	7-8 years	62	3.50%			
11	8-9 years	79	4.40%			
12	9-10 years	61	3.40%		5-10yrs=34.7%	
13	10-11 years	55	3.10%			
14	11-12 years	40	2.20%			
15	12-13 years	28	1.60%			
16	13-14 years	24	1.30%			
17	14-15 years	21	1.20%			
18	15-16 years	18	1.00%			
19	16-17 years	18	1.00%			
20	17-18 years	11	0.60%			
21	18-19 years	14	0.80%			
22	19-20 years	4	0.20%			
23	20-21 years	9	0.50%			
24	21-22 years	6	0.30%			
25	22-23 years	2	0.10%			
26	23-24 years	1	0.10%			
27	24-25 years	3	0.20%			
28	26-26 years	3	0.20%			
29	26-27 years	2	0.10%			
30	27-28 years	3	0.20%			
31	28-29 years	3	0.20%			
32	29-30 years	0	0			
33	>30 years	5	0.30%		>10yrs=15.2%	
34	TOTAL	1780	100.00%			



C) Average hourly wage by classification

	MIN	1	2	3	4	5	MAX	TOTAL
SALARY	12.77	13.35	13.67	14.02	14.44	14.94	15.99	
N1 FTE	144.2	202.65	102.9	75.85	43.9	41.1	264.05	874.65
COUNT	152	220	116	91	51	52	329	1011
SALARY	13.27	13.87	14.22	14.57	15.02	15.54	16.62	
N2 FTE		8.75	36.5	54.5	31.9	20.3	219.6	371.55
COUNT		8	32	63	37	27	253	420
SALARY	13.67	14.3	14.66	15.03	15.48	16.01	17.14	
N3 FTE			5	16.8	14.5	10.7	112.05	159.05
COUNT			5	17	14	12	120	168
SALARY	14.64	15.55	16.01	16.47	16.97	17.73	18.97	
N4 FTE			1	4	0.5	4.8	60.9	71.2
COUNT			1	3	1	8	68	81
SALARY	23.74	24.38	24.73	25.08	25.48	25.9	26.38	
ORNA FTE		3					13.7	16.7
COUNT		3					17	20
TOTALS								
FTE	147.2	214.4	145.4	151.15	90.8	76.9	670.3	1493.15
COUNT	152	231	154	174	103	99	787	1700

(Medical Campus 2/89)

D) Turnover Worksheet 9/87 to 8/89

	A	B	C	D	E
1	Date	Posted Opening	FTEs	New Hires	Terminations
2	Sep-87	160.6	142.8	61	8
3	Oct-87	165	140.2	27	7
4	Nov-87	157	141.5	20	7
5	Dec-87	139	118.9	10	15
6	Jan-88	135.2	118.4	33	9
7	Feb-88	133.6	118.1	32	15
8	Mar-88	126.5	109.6	20	36
9	Apr-88	134.6	117	22	17
10	May-88	139.6	121.3	44	39
11	Jun-88	154	130	72	28
12	Jul-88	166.3	138	22	24
13	Aug-88	158.6	138.28	48	37
14	Sep-88	156.25	137.4	35	26
15	Oct-88	155.2	136.18	25	23
16	Nov-88	146.5	131.5	20	26
17	Dec-88	147.6	135	13	32
18	Jan-89	135	121.8	48	20
19	Feb-89	149.3	132.5	27	17
20	Mar-89	163	147.5	15	24
21	Apr-89	163.6	144.8	12	27
22	May-89	161.2	140.6	42	34
23	Jun-89	154.75	141.6	47	44
24	Jul-89	185	162.97	33	30
25	Aug-89	166	145	41	44

"Surveys indicate that the average community hospital RN vacancy rate rose from 4.4 percent in 1983 to 11.3 percent in December of 1987 (NCNIP, 1985; AHA, 1988). In addition, hospitals are reporting longer time periods required to recruit RNs--especially for medical/surgical and critical care units (AHA, 1986; AHA, 1987b). The proportion of community hospitals using agency nurses increased over 50 percent in 1987, with anecdotal evidence suggesting that agencies have been unable to fill all their requests for service (AHA, 1987b). Nurse administrators from hospitals of all sizes, in both rural and urban areas, report that their hospitals experienced RN shortages in 1987 (AHA, 1987b). The situation appears to be worse for larger hospitals and for hospitals in urban areas; however, nurse administrators from small and rural hospitals, accustomed to operating with limited staff, may be less likely to report shortages"

("Secretary's Commission on Nursing, Final Report, Department of Health and Human Services, Vol. I (p. 3))

### Comparable Employers

The parties did not agree on which other employers were comparable to the U of M Medical Center. The union often compared contract language and benefits to the other hospital units in the State of Michigan for which it is the bargaining agent. These units are as follows:

Borgess Medical Center, Kalamazoo  
Albion Hospital, Albion  
Allegan Hospital, Allegan  
Herrick Hospital, Tecumseh  
Bixby Hospital, Adrian  
Crittenton Hospital, Rochester  
Jackson Medical Care Facility, Jackson  
Oliver Memorial Hospital, Jackson  
Marquette General Hospital, Marquette  
Alpena General Hospital, Alpena  
Schoolcraft War Memorial Hospital, Manistique  
Chippewa War Memorial Hospital, Sault Ste. Marie  
Dickinson County Hospital, Crystal Falls  
Rogers City Hospital, Rogers City  
Bay Area Medical Center, Bay City  
Portage View Hospital, Portage  
Pipp Community Hospital  
Sparrow Hospital, Lansing  
North Ottawa Community Hospital, South Haven  
Three Rivers Area Hospital, Three Rivers  
Traverse City Osteopathic Hospital, Traverse City

Both parties compared the U of M hospitals to other large medical centers which employed more than 500 registered nurses. These units are as follows:

BARGAINING UNITS 500+ RNs				
Hospital Name	Location	Contract Dates	# RNs	State Association
Sacred Heart Medical Center	Spokane, WA	01/01/89 - 12/31/90	1000	Washington State Nurses Association
St. Joseph Hospital & Health Care	Tacoma, WA	10/01/87 - 09/30/89	606	Washington State Nurses Association
University of California	California	12/13/88 - 10/31/90	6500	California Nurses Association
Washington Hospital Center	Washington, DC	09/11/88 - 09/10/91	1200	District of Columbia Nurses Assoc.
Howard University	Washington, DC	11/01/87 - 10/31/89	550	District of Columbia Nurses Assoc.
University of Illinois	Chicago, IL	07/01/86 - 08/19/89	850	Illinois Nurses Association
Edward W. Sparrow Hospital	Lansing, MI	08/30/88 - 08/29/91	750	Michigan Nurses Association
University of Chicago	Chicago, IL	06/01/88 - 06/30/90	650	Illinois Nurses Association
Merritt Perle Medical Center	Oakland, CA	07/01/88 - 06/30/91	670	California Nurses Association
Pennsylvania State University	Pennsylvania	01/01/88 - 03/31/91		Pennsylvania Nurses Association
Bonitas Medical Center	Kalamazoo, MI	07/01/88 - 06/30/90	625	Michigan Nurses Association
Mary Bridge Children's Health Center	Tacoma, WA	01/01/88 - 12/31/89	500	Washington State Nurses Association
County of Westchester	New York	07/01/88 - 03/31/90		New York State Nurses Association
YHA, and Same Day Surgery @ Beechly	Youngstown, OH	04/30/86 - 04/30/89		Ohio Nurses Association
Presbyterian Hospital	New York, NY	12/01/88 - 04/01/91	2000	New York State Nurses Association
Affiliated Hospitals/San Francisco	San Francisco, CA	08/01/88 - 05/31/91	2000	California Nurses Association
Ohio State University	Columbus, OH	07/01/86 - 06/30/89		Ohio Nurses Association
Twin City Hospitals	Minnesota	06/01/87 - 05/31/89	6000	Minnesota Nurses Association
Hurley Medical Center	Flint, Michigan	04/01/86 - 06/30/88		Independent

Additionally, the parties also gave comparisons which used other large Southeastern Michigan hospitals. Some of these institutions do not have a recognized bargaining unit for the registered nurses. These units are as follows:

Henry Ford Hospital  
 Detroit Medical Center  
 Oakwood Hospital  
 Providence Hospital  
 Beaumont Hospital  
 Pontiac General Hospital  
 Mount Sinai Hospital  
 Mount Carmel Hospital  
 St. John Hospital

Neither the employer nor the union were consistent in their comparisons. In each issue they would rely on contracts or practices in other institutions which supported their proposal. Hence the fact finder did not get a complete view of what is done in all other institutions said to be somewhat comparable.

The fact finder concludes that the U of M Medical Center is unique. Its clinics, teaching role and research activities are unlike any community hospital. In this regard only other large university medical centers are comparable. But many of these facilities are located in the heart of an urban area, like Chicago, and their environment is not as favorable as that found in Ann Arbor.

Additionally, the U of M hospitals serve as the regional trauma center and the tertiary care facility for most of Michigan. This means that there are more emergencies, more complicated surgeries, more intensive care patients and an overall higher care level required than at other Michigan hospitals. Thus scheduling and staffing requirements at other Michigan hospitals is not entirely relevant. Nurses often come to work at the university hospitals because they can gain experience and skills that can not be gained elsewhere. This unique status also may require that more staff be present seven days a week and 24 hours a day.

One other aspect of comparison is to the other bargaining units of U of M Medical Center employees. Though the nurses are unique, in their hours of required coverage and the shortage of RNs to fill vacant positions, they work with other skilled employees who are also essential to the operation of the hospital and to the well being of the patients there.

Any economic gains by the nurses will have a clear impact on other union bargainers. They may not be convinced that the nurses' income should increase more rapidly than their own earnings. The other unions will also note any deviations by management in 24 hour scheduling requirements or weekend work assignments. It is highly likely that the other employees at the hospital would also like to avoid working off shifts and on weekends and so changes for the nurses working conditions may have far reaching ramifications. The other bargaining units are as follows:

<u>Union</u>	<u>Group Represented</u>
AFSCME	nursing assistants, cafeteria employees, attendants, etc.
Trades	skilled tradesmen
IUOE	operating engineers
HOA	resident physicians and interns
SPG	technical employees

The parties have each generally described their view of the underlying causes of the impasse in negotiations as follows:

The University administration's stated views:

The employer has stated that its new contract offers to the union were reasonable and feasible but they were rejected largely because the union is using the U of M situation to gain national attention. They alleged that the Nurses Association seeks to organize nurses in other hospitals by its gains in these negotiations. They argued that the nurses are taking advantage of the national shortage of nurses to gain extortionate contract improvements. They also said that this exercise of raw economic power will dramatically drive up the patient's cost per bed and that is not in the public interest. The employer also asserted that the union has overstated the problem of overtime hours for the university's nurses. They said that nurses are actually mandated to work overtime very infrequently and many nurses want all of the overtime pay they can get. The employer said that it has recognized that it has a recruitment and retention problem but it associated much of its turnover to its being a training center and that many of its nurses leave Ann Arbor to settle elsewhere after two years or so on the job. They also said that they have implemented recent scheduling changes and they proposed more incentives which they believe will improve working conditions and alleviate the problems perceived by the union. They asked for a three year contract to give time for all the new premiums and procedures to take effect. They also maintained that the current dispute has polarized the attitudes of the nurses and hospital management and therefore a sufficient period of labor peace must be provided to allow the relationship to mend.

The Michigan Nurses Association stated views:

The association stated that there is a national nursing shortage and that situation will not change in the next ten years. They asserted that the nurses at the university have numerous offers of employment at other hospitals and the U of M nurses will continue to take better jobs unless their compensation and working conditions are dramatically improved. The union also maintained that the registered nurses are the backbone of patient care and this fact has not been recognized by U of M management for many years. They stated that the nurses are opposed to the hospital's policy of decentralized management because it creates inequities and chaos. They seek centralization and uniformity in nurse scheduling, on call practices and overtime assignments. Further they said that the nurses want more control over their professional and personal lives. The association scoffed at management's claim that the overtime or hours of work issues are fabricated or blown out of proportion by the union leadership. They asserted that the members had voted to strike because of these issues. They also said that nurses with accumulated service time (seniority) want to work a day shift and to have weekends and holidays off. They said that that goal can be accomplished without difficulty or any reduction in high standards of patient care. They contended that unless these working condition problems are alleviated, the nurses will continue to leave the University of Michigan Hospital in large numbers. Thus, there will still be a continuing shortage of staff and the remaining nurses will still be forced to work long hours in a stressful environment. The union asked that the contract be limited to two years



because the nursing employment situation is volatile and no one can predict what impact the 1989 contract changes will have too far ahead. They argued that labor peace cannot be achieved if the nurses are bound to a long-term contract which has become outdated.

## I. THE ISSUES IN DISPUTE

### Issue 1) Article VII - ASSOCIATION DUES (Paragraph 53)

#### A) Current Contract:

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, 1981, shall be exempt from paying dues/service fees for the duration of their employment at the University.

#### B) Union's Proposal:

As an alternative to discharge, in the event a bargaining unit member fails to pay the required membership dues or service fees directly to the Association, or who fails to authorize same through payroll deduction, the employer shall, pursuant to MCL 408.477; MSA 17.277 (7) and at the request of the Association, deduct the membership dues or service fees from the bargaining unit member's wages and remit same to the Association.

#### C) 1) Employer's Proposal (initial):

At the request of the Association, and as an alternative to termination, an employee hired after the execution date of this Agreement whom the Association duly certifies as delinquent in the payment of dues or the required representation fees according to the procedure set forth in paragraphs 49-51, will have the required membership dues or service fees deducted from his/her wages by the University. The University will remit such dues or fees to the Association in accordance with the procedure outlined in Article VIII of this Agreement.

(Employer withdrew this proposal 7-20-89)

#### 2) Employer's current proposal: status quo.

D) Parties' positions:

1) Union: The union contends that mandatory dues/service fee deduction is a better alternative than is the current sole remedy of the termination of the employment of the employee who refuses to pay (see paragraph 51). They note that their proposed language is commonly used in teacher union contracts and it is consistent with the Michigan Supreme Court's decision in Detroit Board of Education v. Parks, 417 Mich 288 (1983)). The union's basic objection to the employer's proposal is that it has application only for those hired after the new contract. The union said it felt the employer had agreed in negotiations to drop this "grandfather clause" beyond the one now in the agreement for those hired prior to 1981. Then the employer withdrew its proposal and went back to a "status quo" position.

2) The employer asserted that there never had been any agreement by the chief negotiator for the employer about the grandfathering issue. Further, when the union rejected the employer's counter-proposal shown above, the employer returned to its prior posture of wanting no change in the present contract language. They also noted that they took this position because of the union's continuing failure to provide the university with its internal procedure under the Hudson decision for implementing the mandatory dues deduction. The university said that the parties also could not agree on a hold harmless clause for the university, so the employer would not be liable if some employee were to sue after being forced to pay \$25.73 a month in union dues or a lesser service charge. Finally, the employer noted the union said that it had no numbers to show who had elected to not pay union dues. The union also had never asked to have a nurse's employment terminated because of non-payment. They said therefore there is no problem to address here.

ISSUE II. STAFFING AND SCHEDULING

This issue relates to paragraphs 88 and 89 of the current Agreement.

A) Current contract:

In connection with this, the University shall: Endeavor to schedule employees in the same classification and same rotating shift assignment in the same unit for approximately

the same number of non-day shifts with a variance of no more than five (5) non-day shifts between any two (2) employees in the same classification over a period of one (1) six (6) week schedule, excluding those employees who express a preference for more frequent non-day shifts.

B) Union's Proposal:

Revise as follows: In connection with this, the University shall:      Schedule employees in pay grades N-1 and N-2 and 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 five (5) non-day shifts between any two employees      over a period of one (1) six week schedule, or a variance of no more than three (3) non-day shifts      over a period of one (1) four, (4) week schedule, excluding those employees who express a preference for more frequent non-day shifts. Employees in pay grades N-3 and N-4 working on the same unit and in the same shift rotation will work no more off-shifts than the highest number worked by an employee in pay grades N-1 and N-2, prorated for appointment fraction.

C) Employer's Proposal:

Revise as follows: In connection with this, the University shall: Endeavor to schedule employees in pay grades N-1 and N-2 in the same rotating shift assignment (including number of shifts worked in the schedule) in the same unit for approximately the same number of non-day shifts, prorated for appointment fraction, with a variance of no more than five (5) non-day shifts worked between any two (2) employees in pay grades N-1 and N-2, in the same unit and rotating shift assignment over a period of one (1) six (6) week schedule, or a variance of no more than three (3) non-day shifts worked between any two employees in pay grades N-1 and N-2, in the same unit and rotating shift assignment over a period of one (1) four (4) week schedule, excluding those employees who express a preference for more frequent non-day shifts. Employees in pay grades N-3 and N-4 working on the same unit and in the same shift rotation will work no more off-shifts than the highest number worked by an employee in pay grades N-1 and N-2.

D) Parties' Positions:

1) Union: The MNA objects to the employer's present practice of using three nurse groups to equalize the scheduled rotation of nurses to "off" (non-day) shifts. Currently the nurse managers have been balancing off shift assignments to the 8-hour nurses, the 12-hour nurses and the 8/12-hour nurses separately. The MNA seeks to combine this rotation so that

a 12-hour shift is treated like an 8-hour shift and the hours assigned are not considered in balancing off-shift rotation within the posted schedule period. This combining of all rotating nurses in a unit for schedule purposes would give 8 hour nurses less off shifts. The union maintains that this practice is feasible and that some units are doing it now. They asserted that fixed shifts are the more common practice in other Michigan hospitals. They showed that all MNA hospitals (except U of M) have fixed shifts.

2) Employer: The employer contends that the pro-ration provided in their proposal provides equity for all nurses in a unit because 12-hour nurses work only 12-13 occasions in a six week schedule while 8-hour nurses would work on 20 occasions. They declared that a flat shift by shift comparison was not fair to the 12-hour nurses in such circumstances. They also indicated that the new bonuses would attract more nurses to work fixed schedules on off shifts and the numbers needed to rotate would drop under the new contract. The employer also claimed that the present scheduling process was already overly complicated and they said that the union's proposal would further confuse the matter. They said that a head nurse must currently consider the following factors in scheduling RNs:

"Unit Coverage Requirements

I. Minimum Required Staffing

- A. Day Shift
- B. Evening Shift
- C. Night Shift
- D. Weekends

II. Required Skill Mix

- A. Registered Nurses Who Can be in Charge
- B. Registered Nurses with Advanced Clinical and/or Technological capabilities
- C. Registered Nurses
- D. New Staff in Orientation and Required Preceptors
- E. Licensed Practical Nurses
- F. Nurse Aides
- G. Temporary Employees
- H. Management Staff

III. Lengths of Shifts Used

- A. 8 Hour
- B. 12 Hour
- C. 8/12 Hour Combination
- D. 10 Hour
- E. Shorter Shifts
  - 1. Employees with work restrictions
  - 2. Nursing Assitants (students)

## CONTRACTUAL REQUIREMENTS

- I. Scheduling Limitations, Article XIII
  - A. No more than two different shifts per week (para. 94)
  - B. No more than one shift change per week (para. 94)
  - C. No more than seven consecutive days (para. 90)
  - D. No more than three of six weekends worked (para. 96)
  - E. Variance of no more than five off-shifts between rotators in the same rotation (para. 89)
  - F. Schedule consistent with appointment hours (para. 98)
  - G. Maintain straight shift or usual rotating shift assignments (para. 103)
- II. Holidays, Article XXX
- III. Vacations, Article XXXI
- IV. Jury and Witness Service, Article XXXIV
- V. Extended Sick Time (Supplemental Disability Income for Extended Disability), Article XXIX
- VI. Annual Military Leave, Article XXXV
- VII. Leaves of Absence (Non-Discretionary), Article XXXVI
  - A. Medical Leave
  - B. Military Leave
  - C. Childcare Leave
- VII. Scheduled Sick Time (Sickness or Injury Income), Art. XXVIII
  - A. Preventive Medical Appointments
  - B. Scheduled Outpatient Procedures
  - C. Scheduled Elective Surgery

## PERSONAL/PROFESSIONAL/RECRUITMENT/RETENTION ISSUES

- I. Cyclical Schedules
- II. Family Care Responsibilities
- III. Employee School Schedules
- IV. Confidential Requests
- V. Car Pooling/Ride Sharing
- VI. Other Requests
  - A. Concerts
  - B. Athletic Events
  - C. Parties

- D. Weddings
- E. Family Gatherings
- F. Specific Weekends
- G. Desired Number of Days Worked in a Row
- H. Desired Number of Days Off in a Row
- I. Change in Appointment Hours
- J. Change in Shift Assignment
- K. Committee Responsibilities

VII. Leaves of Absence (Discretionary), Article XXXVI

- A. Personal Leave
- B. Educational Leave
- C. Child Care Leave Extension

VIII. Release Time for Professional Development

- A. Seminars and Classes
- B. Professional Association Meetings
- C. Annual Required In-Service Programs

The employer observed that gradually each unit is converting to scheduling by computer. This new process shortens some aspects of scheduling but it lengthens others. Overall there is some administrative time saved by computerization. Secondly, many units have recently changed to a four-week schedule. Soon the six-week schedules will be obsolete. While nurse managers have to go through scheduling more often now, the final weeks of a four week schedule are more firm because the intangibles and unforeseen events of a fifth and sixth week are eliminated.

The employer also showed the variety of schedule combinations by the following chart:

# UNIVERSITY HOSPITAL PATIENT CARE UNITS

Unit	8 Hour Shifts	12 Hour Shifts	8 & 12 Hour Combinations
4A	x		x
B	x	x	
CC			x
CR	x	x	x
4DC		x	
4DR	x	x	x
5A	x	x	x
B	x	x	x
C	x	x	
D	x	x	x
6A	x	x	x
B			
C			
D	x	x	x
7B	x	x	x
C	x	x	x
D	x	x	x
8A	x	x	x
B	x	x	x
C	x		
BICU			
BRU			
K <sup>2</sup>	x	x	(One person)

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Finally, they said other major university hospitals do have rotating shifts as shown in the following:

PEER INSTITUTIONS WITH COLLECTIVE BARGAINING AGREEMENTS

Institution	Rotating Shifts
University of Chicago Hospitals	Yes
Penn State University	Yes
University of Massachusetts	Yes
Stanford University Hospital	Yes
Virginia Mason Hospital	Yes
University of Washington	Yes
Wisconsin	Yes

ISSUE III: WEEKEND WORK (Paragraph 96)

A) Current contract: ". . . the University shall: Endeavor to schedule employees to work no more than three out of six weekends unless individual employees express a preference for weekend work schedules. As such, if an employee is scheduled to work in excess of this principle, that employee will receive a premium of two dollars (\$2.00) per hour beginning with the first hour of the fourth weekend out of six that the employee is schedule tow ork. This premium applies only to those employees shceduled to and working more than three out of six weekends and does not apply to employees who express a preference for more frequent weekend work schedules. If, after granting three (3) out of six (6) weekends off, additional weekends off are available, they shall be distributed as equitably as practicable.

B) Union's proposal: ". . . the University shall: Endeavor to schedule employees to work no more than three out of six weekends for employees who are scheduled in six (6) week blocks or no more than two out of four weekends for employees who are scheduled in four week blocks, unless individual employees express a preference for weekend work schedules. An employee who calls in sick on a weekend they were scheduled to work will not be required to work another weekend that had been scheduled off. An employee who has approved paid time off contiguous to the weekends will not be required to work on the weekends. If an employee is scheduled to work in excess of this principle, that employee will receive a premium of two



dollars (\$2.00) per hour beginning with the first hour of the fourth weekend out of six, if on a six week schedule, or the first hour of the third weekend out of four if on a four week schedule that the employee is scheduled to work. This premium applies only to those employees scheduled to and working more than three out of six weekends if on a six week schedule or two out of four weekends if on a four week schedule and does not apply to employees who express a preference for more frequent weekend work schedules. If after granting three (3) out of six (6) weekends off, or two (2) out of four (4) weekends off, as the case may be, additional weekends off are available, they shall be distributed as equitably as practicable.

C) Employer's Proposal: ". . . the University shall: Endeavor to schedule employees to work no more than three out of six weekends for employees who are scheduled in six (6) week blocks or no more than two out of four weekends for employees who are scheduled in four week blocks, unless individual employees express a preference for weekend work schedules. As such, if an employee is scheduled to work in excess of this principle, that employee will receive a premium of two dollars (\$2.00) per hour beginning with the first hour of the fourth weekend out of six, if on a six week schedule, or the first hour of the third weekend out of four if on a four week schedule that the employee is scheduled to work. This premium applies only to those employees scheduled to and working more than three out of six weekends if on a six week schedule or two out of four weekends if on a four week schedule and does not apply to employees who express a preference for more frequent weekend work schedules. Effective with the execution of this Agreement, an employee who is assigned and works at least sixteen (16) hours on a third weekend in a four week schedule, whether volunteering or assigned, will be paid a premium of three dollars (\$3.00) per hour for all hours worked on the third weekend. An employee who works at least sixteen hours on a fourth weekend in a four week schedule will receive a premium of four dollars (\$4.00) per hour for all hours worked on both the third and fourth weekends in the four week schedule. Effective with the implementation of wage Schedule B, the \$4.00 will be increased to five dollars (\$5.00). Effective with the implementation of wage schedule C, the five dollars (\$5.00) will be increased to seven dollars (\$7.00). When all four weekends are worked in a four week schedule, only one premium is payable for the third weekend, either \$4.00, \$5.00 or \$7.00, as the case may be. If after granting three (3) out of six (6) weekends off, or two (2) out of four (4) weekends off, as the case may be, additional weekends off are available, they shall be distributed as equitably as practicable.

D) Parties' positions:

1) Union's Position: The union asserted that a nurse should not be required to make up a scheduled weekend shift she had to miss because of illness. They also said that working overtime on a Friday or a Monday should excuse mandatory weekend work. Finally they maintained that nurses don't want to work on the weekends and so paying them more for weekend work is not a satisfactory answer.

2) Employer's position: The employer stated that the increased incentives it has proposed for weekend work will attract staff to work the weekends and that in turn will provide more weekend time off for those who do not want to work at that time. They asserted that the union's proposal would further limit the availability of nurses on Saturdays and Sundays and paying a greater hourly differential to all employees for all weekend work would not serve as an incentive but would simply cost the employer much more money. They said a greater differential in weekend pay would also create a problem with the other bargaining units the employer has at the medical center because these other units do not have such a large weekend pay differential as that proposed by the MNA.

ISSUE IV. SHIFT PREMIUM (Paragraphs 111 to 119)

A) Current contract:

111. In addition to the hourly shift premium as provided in Article XV, a quarterly bonus of \$300.00 will be paid to a full-time employee who works a complete quarter on nights.

112. In addition to the hourly shift premium and the quarterly bonus, an annual bonus of \$2,000.00 will be paid to a full-time employee who works four consecutive quarters on the night shift.

115. In addition to the hourly shift premium as provided in Article XV, a quarterly bonus of \$100.00 will be paid to a full-time employee who works a complete quarter on evenings.

116. In addition to the hourly shift premium and the quarterly bonus, an annual bonus of \$750.00 will be paid to a full-time employee who works four consecutive quarters on the evening shift.

117. The above bonuses shall be prorated 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.

118. Eligibility for a bonus payment, in any quarter as defined above, shall be forfeited if a full-time employee is absent for any reason in excess of 120 hours in a given quarter. Part-time employees shall have absences prorated when making this calculation.

119. Eligibility for a bonus payment, in any quarter as defined above, shall not be forfeited if an employee is moved from a night or evening schedule at the initiative of the University, or where failure to complete a full quarter is due to jury duty.

B) Union Proposal: Delete all the above paragraphs.

C) Employer Proposal: Revise as follows:

111. Current contract language.

112. Current contract language.

115. In addition to the hourly shift premium as provided in Article XV, a quarterly bonus of \$200.00 will be paid to a full time employee who works a complete quarter on evenings.

116. In addition to the hourly shift premium and the quarterly bonus, an annual bonus of \$1500.00 will be paid to a full-time employee who works four consecutive quarters on the evening shift.

117.. Current contract language.

118. Eligibility for a bonus payment, in any quarter as defined above, shall be forfeited if a full-time employee is absent for any reason, except for granted vacation or holiday time off, in excess of 120 hours in a given quarter. Part-time employees shall have absences prorated when making this calculation.

119. Current contract language.

Add new paragraph after 119: An employee in the N-3 pay grade who is assigned to a straight evening or night shift will be eligible for a straight shift bonus as described in Section B., Subsections 1, 2 and 3 of this Article.

D) Parties' positions:

1) Union's position: The union contends that shift premiums and more fixed day shifts are what the nurses want. They argue that the employer's bonus system requires continuous employment for up to one year. They asserted that a nurse who

was sick or on a leave for any legitimate reason for three weeks or more would lose eligibility for the bonus. They showed that only a few nurses qualified for the bonuses under the current program. They seek a shift premium payment which will compensate all nurses who work an off shift and which will discourage the employer from assigning off shift work whenever it can.

2) Employer's position: The university contends that the union's proposal would cost more money and it would not induce more nurses to work a fixed off shift on a continuous basis. They argued that the bonus for the night shift has worked well and there are now several fixed shift night nurses. However, they stated that the evening shift is a continuing problem and so they have increased the bonuses in that area. They maintained that more nurses working the off shift on a steady basis reduces the need for rotation and it eases scheduling problems. They indicated that under this proposal many nurses who worked the evening and night shifts would be there by choice.

#### ISSUE V - DAY SHIFT (Paragraph 122)

A) Current contract: No less than 25% of the hours on the day shift on each unit shall be designated as straight day shifts. Assignment to these shifts will be offered in seniority order, most to least. In any event, at least one person will be assigned to a straight day shift schedule on each unit. The supervisor on each unit will determine how many Clinical Nurse I's and Clinical Nurse II's are necessary on each shift.

B) Union Proposal: No less than 50% of the hours on the day shift (calculation based on the normal eight (8) hour shift) on each unit shall be designated as straight day shifts. Assignment to these shifts will be offered in seniority order, most to least. Employees working a straight day schedule on the ratification date of this Agreement shall have the first option of remaining on that schedule.

C) Employer Proposal: No less than 25% of the hours on the day shift on each unit shall be designated as straight day shifts. This percentage will increase to 30% by June 30, 1990, 35% by June 30, 1991 and 40% by May 31, 1992. Assignment to these shifts will be offered in seniority order, most to least. In any event, at least one person will be assigned to a straight day shift schedule on each unit. The supervisor on each unit will determine how many Clinical Nurse I's and Clinical Nurse II's are necessary on each shift.

D) Parties' position:

1) Union's position: The union maintains that the percentage of straight day shift employees must be immediately increased from 25% to 50%. They argued that the employer's proposal is inadequate because it only goes to 40% and it will take three years to get to that level. They asserted that the more senior employees should have a chance to bid on such a shift. It was noted that the university went to the 25% level two years ago when this section was added to the contract. There were no problems then, the union claimed, and there will be no problems now in going to the 50% level. The union asserted that this was a very important issue to the union members - especially those who had been here for years and who still had to rotate to off shifts. They also said that all other hospitals under a MNA collective bargaining agreement in Michigan had a fixed shift arrangement and rotation was only done in emergency situations. The union indicated that its goal is to have 100% permanent day shifts as soon as possible.

2) Employer's position: The university maintained that the union's proposal would greatly disadvantage the less senior nurses. They would have to rotate more often and they would work more off shifts. The employer also stated that if more employees were placed on permanent shift schedules the scheduling flexibility of the nurse manager would be thereby reduced. They produced many handwritten requests for special scheduling submitted by nurses to their supervisor in anticipation of the schedule make up. The employer said it would not be able to be as responsive to employee requests with a great increase in fixed schedules. Additionally, the employer asserted that because only off shifts would be available for low seniority employees, this would affect the university's recruitment and retention of young nurses and cause even more unfilled vacancies.

ISSUE VI - OVERTIME (Paragraphs 134-137 and 143-145)

A) Current contract: An employee assigned to a classification in Pay Grade N-1 or N-2, will be paid an overtime premium of one-half the employee's rate of pay per hour and shift premium, if applicable, dependent upon the work schedule to which assigned, for time paid as follows:

Either

1. In excess of eight (80) hours in a two (2) calendar week work schedule or in excess of eight (8) hours in a day; or

2. In excess of forth (40) hours in a one (1) calendar week schedule or in excess of an employee's regular daily schedule of work of not less than eight (8) hours in a day; or
3. In excess of one hundred twenty (120) hours in a three (3) calendar week work schedule or in excess of twelve (12) hours in a day.

In accordance with the following schedule, an employee who is assigned and works above his/her appointment fraction to provide direct patient care will be paid a premium of \$2.00 per hour in excess of the following principle:

1. Effective October 1, 1987, more than sixteen (16) hours in a six week schedule.
2. Effective April 1, 1988, more than twelve (12) hours in a six week schedule.

B) Union's proposal: Replace Paragraphs 134-137 with the following:

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 the employee's rate of pay per hour and applicable premiums dependent upon the work schedule to which assigned for time paid as follows:

Either

1. In excess of eight (8) hours in a day or in excess of their appointment hours in a one (1) calendar week work schedule; or
2. In excess of ten (10) hours in a day for those employees working ten (10) hour shifts or in excess of their appointment hours in a one (1) calendar week work schedule; or
3. In excess of twelve (12) hours in a day for those employees working twelve (12) hour shifts or in excess of their appointment hours in a one (1) calendar week work schedule; or
4. In excess of an employee's regular daily schedule of work of not less than eight (8) hours in a day or in excess of two (2) times their weekly appointment in a two (2) calendar week work schedule for employees who have less than a twenty percent (20%) (0.2) appointment.

Revise Paragraph 143 as follows:

An employee who works above his/her appointment fraction will, in addition to the premium described in paragraph 134, be paid a premium of five dollars (\$5.00) per hour effective with the execution of this Agreement and ten dollars (\$10.00) per hour effective July 1, 1990.

Delete Paragraphs 144 and 145.

C) Employer's proposal: An employee assigned to a classification in Pay Grade N-1 or N-2, will be paid an overtime premium of one-half the employee's rate of pay per hour and shift premium, if applicable, dependent upon the work schedule to which assigned, for time paid as follows:

Either

1. In excess of eighty (80) hours in a two (2) calendar week work schedule or in excess of eight (8) hours in a day; or
2. In excess of forty (40) hours in a one (1) calendar week work schedule or in excess of an employee's regular daily schedule of work of not less than eight (8) hours in a day; or
3. In excess of one hundred twenty (120) hours in a three (3) calendar week work schedule or in excess of twelve (12) hours in a day.

Add a new Paragraph following Paragraph 137 as follows:

An employee assigned to the Clinical Nurse III or Educational Nurse Coordinator classification who works overtime to perform direct patient care duties will be paid an overtime premium of one-half the employee's rate of pay per hour and shift premium, if applicable, dependent upon the work schedule to which assigned, as described in Paragraph 135 through 137 above.

Delete reference Paragraph 144 and revise Paragraphs 143 and 145 as follows:

In accordance with the above principle, a full time employee who is assigned and works overtime to provide direct patient care will, in addition to the premium described in Paragraph 134, receive a premium of five dollars (\$5.00) per hour effective with the execution of this Agreement. Effective July 1, 1990, this premium will increase to ten dollars (\$10.00) per hour. A part time employee who is assigned and works above his/her appointment fraction to provide direct patient care will be paid a premium of five dollars (\$5.00) per hour effective with the execution of this Agreement and ten dollars (\$10.00) per hour effective July 1, 1990, in excess of the following principle:

Effective with the execution date of this Agreement, more than eight (8) hours in a four (4) week schedule or more than twelve (12) hours in a six (6) week schedule.

D) Parties positions:

1) Union's position: The MNA argued that nurses in the N-3 pay grade should also be entitled to overtime pay because they only make about 50 cents an hour more than nurses in the N-2 pay grade and that is not enough pay to adequately compensate them for the many extra hours they have to work. The union also asserted that because many units are understaffed the N-3 nurses often have to perform N-1 and N-2 pay grade duties. They said that it is not fair that they should do this work at straight time rates while other nurses in lesser pay grades are being paid at overtime rates.

The MNA indicated that the employer's proposal only partially addressed these problems. They contended that many nurses in pay level N-3 are excluded in the employer's proposal. Further, they maintain that the employer's proposal is not clear about how a N-3 nurse will be paid when she is required to staff a floor and then work overtime later.

The union also maintained that employees who have contracted to work only 32 hours a week should be paid at overtime rates if they are required to work more than 32 hours. They indicated that these employees do not want to work additional hours and something must discourage the employer's disregard of their appointment level.

2) Employer's position: The university indicated that the nurses in the N-3 pay category have been salaried and not paid overtime ever since the career ladders were negotiated with the union in 1980. They stated that the specialty nurses in N-3 are normally not involved in direct patient care assignments and nurses who bid an N-3 position know that the job is salaried and that they will not be paid overtime. Additionally, the employer said many nurses in the N-3 pay grade are temporarily reassigned to be a staff nurse and are attached to a unit and they then become eligible for overtime pay. The university made it clear that under their new proposal the nurses who were assigned patients in a unit would then get overtime pay. They showed many exhibits which indicated that no other bargaining unit in state or out pays overtime to part-time employees who work additional hours above their appointment level. The employer said further that it had adequately compensated part-time nurses for work in excess of their scheduled hours. They argued that the union's proposal would cause full-time nurses to change to a part-time schedule to increase their earnings.



ISSUE VII - OVERTIME (Paragraph 138)

A) Current contract: In calculating hours to determine when the overtime premium is payable, (1) time when actual work is required and is performed, and (2) time off work for which pay is received pursuant to Article XXVIII, (Sickness of Injury Income), Article XXIX, (Supplemental Income for Extended Disability), Article XXXI, (Vacations), Article XXXIII, (Funeral Leave Pay Bereavement)), Article XXX, (Holidays), except paid time for a holiday which falls on an employee's scheduled day off, and (3) time off work pursuant to Article XXXIV, (Jury and Witness Service) will be counted.

B) Union's proposal: In calculating hours to determine when the overtime premium is payable, (1) time when actual work is required and is performed, and (2) time off work for which pay is received pursuant to Article XXVIII (Sickness of Injury Income), Article XXIX, (Supplemental Income for Extended Disability), Article XXXI, (Vacations), Article XXXIII, (Funeral Leave Pay (Bereavement)), and Article XXX, (Holidays), and (3) time off work pursuant to Article XXXIV, (Jury and Witness Service) will be counted.

C) Employer's proposal: No change from current contract language.

D) Parties positions:

1) Union's position: The union maintained that the purpose of a holiday is not served if nurses are routinely scheduled to work the same number of work days in a holiday week that they work in a regular week. They asserted that if the employer had to pay overtime based on paid holiday hours the regular practice of ignoring holidays would be abated. The nurses maintained that in all other MNA contracts holiday hours were counted in the computation of weekly overtime pay.

2) Employer's position: The university stated that every other bargaining unit in the medical center has a labor agreement which does not include holiday pay in the computation of weekly overtime. They said if the nurses were to bring about this change in the overtime base it would have a costly effect on the other union contracts. The employer also said that staffing shortages may require that a holiday be treated as a regular day off in scheduling but that is not the practice in all units at all times.

ISSUE VIII - OVERTIME ASSIGNMENT (Paragraph 142)

A) Current contract: The parties agree in principle that overtime assignments should ideally be filled by volunteers. However, if scheduled to work overtime, an employee will do so unless the employee is excused. The University will endeavor to give employees forty-eight (48) hours advance notice of overtime assignments when practicable under the circumstances. Any employee who feels that mandatory overtime has been disproportionately assigned to him/her shall discuss the matter with his/her supervisor. If the matter is not resolved, the matter will be subject to Special Conference as provided in Article XLVI.

B) Union position: Revise Paragraph 142 as follows: The parties agree, in principle, that all overtime assignments should be filled by volunteers. The Directors of Nursing and the Association will cooperate in a Work Redesign Study to devise methods and means to accomplish this objective. On those occasions when overtime is assigned, the employee will work unless the employee is excused except that no employee will be required to work in excess of forty (40) hours over their appointment hours in a fiscal year (July 1-June 30).

C) Employer's position: Revise Paragraph 142 as follows: The parties agree, in principle, that all overtime assignments should be filled by volunteers. The Directors of Nursing and the Association will cooperate in a Work Redesign Study to devise methods and means to accomplish this objective. On those occasions when overtime is assigned, the employee will work unless the employee is excused. The University will endeavor to give employees forty-eight (48) hours advance notice of overtime assignments when practicable under the circumstances. Any employee who feels that overtime has been disproportionately assigned to him/her shall discuss the matter with his/her supervisor. If the matter is not resolved, the matter will be the subject of a Special Conference as provided in Article XLVI or, may be referred to the unit staffing committee referenced in Article \_\_\_, "Workload Review".

D) Parties' positions:

1) Union's position: The union seeks an absolute maximum of 40 hours of mandatory overtime work per employee per year. They said that all overtime assignments should be filled by volunteers and the hospital should close registrations if there is not sufficient staff on hand to safely serve all patients on a straight time basis.

2) Employer's position: The employer believes that there is little mandatory overtime worked at the present time. They asserted that most open shifts are filled by volunteers and many nurses want all of the overtime that they can get. They asserted that many MNA contracts preserve management's right to assign overtime. The employer also emphasized that the following peer institutions with labor agreements with their nurses all had reserved the right to assign overtime:

<u>Institution</u>	<u>Right to Assign Overtime</u>
University of Chicago	Yes
University of Massachusetts	Yes
Medical College of Ohio	Yes
Pennsylvania State	Yes
University of Washington	Yes
Wisconsin	Yes

ISSUE IX - Art. XIV, Section E OVERTIME ASSIGNMENT PROCEDURE

A) No current contract language regarding a procedure for mandatory overtime.

B) Union's proposal:

SECTION E. SCHEDULING FOR ANTICIPATED NEED

If, at the time the four or six week schedule is completed, the supervisor determines that there is a need for additional full or partial shifts to be worked by employees, the following procedure will be used to obtain the necessary staff:

1. The supervisor will post a list of the available shifts or partial shifts on his/her unit at the time the schedule is posted. Employees on the unit may sign up to indicate a willingness to work the shift or partial shift. Assignment of volunteers will be made based on seniority for those employees who sign up prior to ten (10) days prior to the start of the four or six week schedule. Employees who sign up after that time shall be assigned on a first come, first serve basis.

2. Ten (10) days prior to the start of the four or six week schedule, all unfilled shifts or partial shifts will be made available (through the University computer system) to all employees (bargaining unit). Employees may sign up to indicate a willingness to work the shift or partial shift. Assignments of these volunteers will be made on a first come, first serve basis and ability to do the work.

3. One (1) week prior to the start of the four or six week schedule, all unfilled shifts or partial shifts will be sent to the Nursing Resource Pool (NRP). The NRP will attempt to fill the shifts with NRP staff.

4. If, after completing step one, two and three above, additional shifts or partial shifts remain unfilled, the supervisor and/or the NRP Coordinator will request additional nursing staff from at least two nursing contract agencies.

5. If, after completing step one through four, above, additional shifts or partial shifts remain unfilled, supervisory nursing staff may be requested to work.

6. If hours remain unfilled twelve (12) hours prior to the need, no admission to the unit may occur.

7. If, at the beginning of the unfilled hours, life threatening conditions exist, employees may be assigned to work. The employee with the least amount of overtime worked during the previous \_\_\_\_\_ will be assigned to no more than four (4) hours of those unfilled hours. In the event two or more employees have worked the least number of hours of overtime during the previous \_\_\_\_\_, the assignment will be made based on inverse seniority.

C) Employer's proposal: No new contract language

D) Parties' positions:

1) Union's position: The MNA asserted that each of the 49 units at the medical center assigns overtime work in a different way. They claimed that most of the so-called "volunteer" assignments are really coerced by management and the available overtime work has not been distributed equitably. The union maintained that it is very difficult for them to secure fair enforcement of so many different

mechanism, so they have sought a house-wide system. Their approach will first identify all the overtime hours that are available after the initial schedule is made. Then there is a posting which notifies staff of hours available beyond their regular assignment. The union said that it has also proposed a new assignment methodology which will truly gain volunteers for this work and it will virtually eliminate mandated overtime work.

The union also claimed that during a meeting with the state mediator the employer had submitted a hospital-wide mechanism which resembled the initial proposal which had been made by the union. They said that subsequently the employer took the position that a hospital-wide system of overtime administration was not feasible.

The union also asserted that this issue was very important to its members and a majority of nurses had objected to the employer's continued refusal to place any annual cap on the mandatory overtime which could be assigned to a nurse. The union also indicated that a limit on involuntary overtime would have to be adopted eventually. They also maintained that they have provided a safety valve for "life threatening conditions" in which there may be mandatory overtime assignments but other than that all extra work assignments would have to be voluntary.

The union also explained that under its proposal there is a greater emphasis on the use of the in-hour pool of temporary replacement nurses (Nursing Resource Pool (NRP)) and agency nurses to cover vacancies in the shift schedules. They indicated that staff in the unit would have the first opportunity to fill vacancies in seniority order. Then the nurses in other units would be given a chance to fill vacancies on a first-come, first-serve basis. Then the "holes" still in the schedule would be filled one week before posting by using the NRP nurses, the agency nurses or the head nurses.

The union emphasized the importance of the next part of its proposal, which was that if there was not a full staff scheduled for a shift twelve hours in advance, the hospital would then shut off admissions to that unit. After that step overtime could be mandated only if life-threatening conditions existed and each nurse could only be mandated to work overtime for a total of four hours. They indicated that it was their belief that the more people who were asked to work, the more likely it was that true volunteers would be found.

2) Employer's position: The university indicated the term "life threatening conditions" is very difficult to interpret and apply. They argued that a patient's life may not be in peril for the next hour but no one at the hospital could safely predict exactly when a patient is going to die. They said they also cannot determine by a general policy those conditions which are threatening to the life of a given patient in the eyes of that patient's physician. They asserted that some surgical procedures that seem cosmetic or discretionary do have urgency and the patient's well being will deteriorate if they are not treated promptly. Additionally the hospital said that planned surgery entailed family commitments, donor availability and patient stress. They said that many acute problems would follow if planned surgery were routinely delayed or cancelled.

The employer also contended that many overtime hours were the result of completing patient surgery, treatment or medication which had commenced during a nurse's regular shift. They said that it is impractical if not impossible to interrupt such activities and to change staff. They pointed out that the thirty U of M medical center operating rooms and the many intensive care beds in this institution create more overtime assignments than does the more routine nursing care provided in community hospitals. They argued that larger peer institutions do have the authority to assign overtime. The employer stated that the referring physicians and institutions would turn elsewhere if their patients were regularly turned aside because the nurses were not available to provide care.

The employer's nurse managers also indicated that it would be too time consuming and impractical to circulate overtime availability in seniority order. Additionally, they said that recruiting and retention would be negatively affected if all the best overtime assignments were denied to low seniority nurses. They preferred an even distribution and rotation of overtime assignments. They asserted that the union's proposal was not fair or equitable and it was not a feasible method of scheduling and assignment for many units. They maintained that one uniform approach could not be utilized by all 49 units in the medical center.

Finally, the employer asserted that it had explored some hospital-wide overtime scheduling systems with the union during a mediator-sponsored, side-bar meeting which was an off-the-record settlement attempt. They said no practical, uniform method was found and so no formal proposal was ever made. They insisted that there are too many differences in the 49 units to reach one uniform approach in preparing schedules, filling vacancies and assigning overtime.

ISSUE X - SHIFT PREMIUMS (Paragraphs 150 and 152)

A) Current contract: 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 twelve (12) noon and before 8:00 p.m. or who has a majority of scheduled hours between 4:00 p.m. and twelve (12) midnight.

A night shift premium of one dollar and twenty-five (\$1.25) cents per hour worked shall be paid to an employee who is scheduled to start work on or after 8:00 p.m. and before 4:00 a.m. or who has a majority of scheduled hours between twelve (12) midnight and 8:00 a.m.

B) Union's position: Retitle the Article: Premiums

Revise Paragraphs 150 and 152 as follows:

An evening shift premium of fifteen percent (15%) of each employee's hourly rate per hour shall be paid to an employee who is scheduled to start work on or after twelve (12) noon and before 8:00 p.m. or who has a majority of scheduled hours between 4:00 p.m. and twelve (12) midnight.

A night shift premium of twenty percent (20%) of each employee's hourly rate per hour shall be paid to an employee who is scheduled to start work on or after 8:00 p.m. and before 4:00 a.m. or who has a majority of scheduled hours between twelve (12) midnight and 8:00 a.m.

C) Employer's position: No change from current contract language.

D) Parties' positions:

1) Union's position: The union argued that all nurses who work the undesirable off shifts should be entitled to a significant premium for such assignment. They said that the current shift premium was inadequate and it was not tied to the nurses hourly rate. They would add this new premium to the current \$1.00 and \$1.25 shift premiums.

2) Employer's position: As stated earlier the employer seeks to rely on a bonus for straight shift schedules to encourage employees to work all evening or night shifts over a long period. They said that they are willing to give some pay recognition for occasional off shift assignments but they feel that the current shift premium rates of \$1.00 and \$1.25 are satisfactory in this regard.

The employer also contended that the union's proposal would cost much more than the employer's bonus plan and the money spent would not induce more nurses to work additional hours on the off shifts. They estimated the union's proposal would cost more than \$1.3 million while the university's plan would cost about \$360,000. They also showed that the other bargaining units at the hospital already receive shift premiums which are considerably less than the premiums now paid to the nurses. They pointed out that the MNA proposal would only skew this disparity more. The employer also demonstrated that all other nursing bargaining units in the state were receiving less than the shift premium already being paid by the employer and only a couple of major non-union hospitals paid about the same.

#### ISSUE XI - CHARGE NURSE PREMIUM (Amendment to Paragraph 155)

- A) Current contract: no language.
- B) Union's proposal: Add the following after Paragraph 155:

##### SECTION C. CHARGE NURSE PREMIUM

Whenever an employee is assigned as charge nurse, the employee will be paid a premium of ten percent (10%) of his/her hourly rate of pay plus applicable premiums for the time that is worked as a charge nurse without a patient assignment.

Whenever an employee is assigned as charge nurse, the employee will be paid a premium of twenty percent (20%) of his/her hourly rate of pay for the time that is worked as a charge nurse with a patient assignment.

- C) Employer's proposal: No change from current contract.
- D) Parties' positions:

1) Union's position: The charge nurse has great responsibility and she should receive extra compensation. They said that currently a nurse classified at N-1 or N-2 level may be in charge of a unit without any extra pay. These nurses must be trained and experienced to perform these extra duties and responsibilities and therefore he/she should receive an extra premium for this assignment.

2) Employer's position: Almost all nurses in the N-1 and N-2 levels will serve as a charge nurse. The task of being the unit leader for a day is a normal part of a nursing assignment. They argued that the charge nurse functions under the supervision of one or more nurse



managers. The employer noted that the union's proposal would cost an additional \$1.2 million and that would represent a part of the economic offer now being made to all nurses. They said they believed it did not make sense to allocate a wage increase in this manner.

#### ISSUE XII - WEEKEND PREMIUM (Amendment to Paragraph 155)

- A) Current contract: No language.
- B) Union's proposal: Add new Paragraph after Paragraph 155 as follows:

##### SECTION D. WEEKEND PREMIUM

An employee working any hours between 11:00 p.m. Friday and 11:00 p.m. Sunday shall be paid a premium of fifteen percent (15%) of his/her hourly rate per hour plus other premiums, if applicable.

- C) Employer's proposal: No change from current contract. (The University's proposal for additional weekend compensation is contained in Issue 3, Article XIII, Staffing and Scheduling).

- D) Parties' positions:

1) Union's position: The union wants to do away with the employer's weekend bonus plan. They said that nurses don't want to work on weekends so providing a bonus for more weekend work is not satisfactory. The MNA said it seeks a weekend premium which pays all nurses for all weekend work. They said that based on the average hourly rate of \$15.00 for all U of M nurses a 15% premium would bring an average hourly increase of \$2.25. They asserted that they checked the way the bonus approach worked last year and they found only few nurses who had actually received bonus payments.

2) Employer's position: The employer contended that the bonus approach has worked in securing straight night shift employees and they expect that it will also work to attract more volunteers who will work more consecutive weekends. The employer noted that the union members had never before seen the employer's final bonus proposal for weekends. The university had liberalized the qualification requirements so that a bonus was easier to earn. They said that under the new plan an employee could work only two out of four weekends to get one level of bonus and a higher bonus was paid if the third or fourth weekend was worked. The employer also maintained that the proposed bonus in paragraph 96 would not present a problem in other units because it is not a premium for all weekend work like the union's demand. They also demonstrated that the union's premium approach costs much more than the employer's bonus approach.

ISSUE XIII: ON CALL (Paragraph 157)

A) Current Contract:

An employee shall receive on-call pay, paid at the rate of twenty (20) percent of the step 5 rate for the classification, as set forth in the appropriate schedule of Appendix A, to which assigned, for time in an on-call status 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 cannot be reached or the employee does not return to work pursuant to call.

An employee shall be in an on-call status only for that period of time specifically made known to the employee in advance. Such status is not time worked for any purpose. On-call assignments will be selected from among volunteers when practicable. If sufficient volunteers are not available, assignments will be made first from among those who have not volunteered for the time period for which volunteers are sought. Thereafter, and if more assignments are made, the assignments will be prorated equitably according to appointment hours to the extent practicable.

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.

When an employee reports for work as a result of being called in while an on-call status existed, the employee shall receive payment at their hourly rate, including applicable premiums, for the time the employee works.

In this regard, the employee may be assigned to perform duties other than those intended at the time the employee was called in. For purposes of this provision, the employee has the option of declining to perform the duties if the duties assigned are not duties customarily performed by employees. However, if no duties are assigned, the employee shall receive an amount equal to two (2) hours of pay at their hourly rate. Such payment is not time worked for any purpose.

B) Union's proposal:     ARTICLE XVI    ON-CALL STATUS AND PAY

New Paragraph: On-call assignments will be selected from among volunteers. If there are more volunteers than needed, the on-call assignments will be offered in seniority order

(most to least). When volunteering for on-call assignments, each employee shall determine the duration of the on-call hours which shall be commensurate with his/her health, safety and endurance.

para. 156 -no change

para. 157: 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.

para. 158-159 - no change

para. 160: In this regard, the employee may be assigned to perform duties other than those intended at the time the employee was called in. For purposes of this provision, the employee has the option of declining to perform the duties if the duties assigned are not duties customarily performed by employees. However, if no duties are assigned, the employee shall receive an amount equal to four (4) hours of pay at their hourly rate. Such payment is not time worked for any purpose.

C) Employer's proposal:

paragraphs 156-159, no change.

Revise paragraph 160 as follows:

In this regard, the employee may be assigned to perform duties other than those intended at the time the employee was called in. For purposes of this provision, the employee has the option of declining to perform the duties if the duties assigned are not duties customarily performed by employees. However, if no duties are assigned, the employee shall receive an amount equal to four (4) hours of pay at their hourly rate. Such payment is not time worked for any purpose.

D) Parties' positions:

1) Union's position: The union argued that on-call systems have proliferated throughout the bargaining unit because the employer has used these systems to get additional staff to cover the holes in the initial schedule for units. They said that the on-call system is supposed to cover unforeseen situations in emergency services or operating room units when an unanticipated influx of patients occur. The MNA explained that its

proposal makes a uniform volunteer only on-call procedure-just as it proposed a consistent, house-wide overtime procedure. They said that they also have proposed for on-call assignments to be in seniority order when there are more volunteers than are needed. They also have added language which allows employees to decline long hours of on-call status if they believe such service to be detrimental to their health. They maintained that in some units an on-call system is inappropriate.

2) Employer's position: The university maintained that they agree that a volunteer system is appropriate but only if the employer has the right to assign on-call hours to nurses if there are not sufficient volunteers. They also asserted that the on-call system proposed by the MNA would allow the nurses to decide if an on-call system is necessary and that is a decision more properly made by the physicians and hospital management. They noted that the nurses on call receive on-call pay and yet very few of these nurses are actually called in to work. Finally, they argued that the only reason the present volunteer on-call system works so well is that the nurses know that if they don't work things out with each other then someone will be assigned to cover the on-call list. The university also noted that nurses who take positions in the emergency service areas or in the operating rooms understand the nature of these units is to require periodic on-call status. They also indicated that other hospitals with MNA contracts do not have limitations on management's right to call nurses in to work when unanticipated staff shortages occur.

#### ISSUE XIV: SECOND OPINION (Paragraph 302)

##### A) Current Contract:

In the event that facts and circumstances as reviewed on a case by case basis indicate that the employee may not be eligible for sickness or injury income as claimed, evidence of eligibility, such as a physician's statement on a form provided by the University, may be required, provided the employee has seen a physician or is notified prior to the employee's return to work of this requirement. If the University requires an employee be examined by a physician(s) or its choosing with a report of the findings made to the University, that examination and report will be without cost to the employee. In the event that the University requests that the employee provide the medical record(s) or any portion thereof, from the employee's health care provider(s) or from institutions or facilities providing care, at the employee's request, the University will pay for the cost, if any, of copying the requested records.

B) Union's proposal:

In the event that facts and circumstances as reviewed on a case by case basis indicate that the employee may not be eligible for sickness or injury income as claimed, evidence of eligibility, such as a physician's statement on a form to be provided by the University, may be required, provided the employee has seen a physician or is notified prior to the employee's return to work of this requirement. The University reserves the right to request a second medical opinion and abide by that opinion when determining eligibility for sickness or injury income. In this event, the University and the employee will mutually agree upon the physician to perform the evaluation and the examination and report will be without cost to the employee. The University and the employee agree to abide by the second opinion. Until the second opinion is issued, the employee's physician statement will prevail in determining eligibility for sickness or injury income. In the event that the University requests that the employee provide the medical record(s) or any portion thereof, from the employee's health care provider(s) or from institutions or facilities providing care, at the employee's request, the University will pay for the cost, if any, of copying the requested records.

C) Employer's proposal:

In the event that facts and circumstances as reviewed on a case by case basis indicate that the employee may not be eligible for sickness or injury income as claimed, evidence of eligibility, such as a physician's statement on a form to be provided by the University, may be required, provided the employee has seen a physician or is notified prior to the employee's return to work of this requirement. The University reserves the right to request a second medical opinion. All parties agree to abide by that opinion when determining eligibility for sickness or injury income. In this event, the University and the employee will mutually agree upon the physician to perform the evaluation. The examination and report will be made without cost to the employee. In the event that the University requests that the employee provide the medical record(s) or any portion thereof, from the employee's health care provider(s) or from institutions or facilities providing care, at the employee's request, the University will pay for the cost, if any, of copying the requested records.

D) Parties' positions:

1) Union's position: The MNA said that it has agreed that the employer may require a second opinion when determining eligibility for sickness or injury income. However, they argued that such a report should be completed without cost to the employee and the nurses sick pay should commence

upon his/her presentation of the first physician's statement. They indicated that the employer has now agreed to pay for the second opinion but the university still does not want to authorize any sick pay until they have received a doctor's report which they will accept.

2) The employer expressed surprise that this issue was still considered to be unresolved. They said it was their understanding that when they agreed to pay for the second opinion that the balance of the provision was considered mutually acceptable. It was noted that this section of the contract has not been a problem in the past. The employer also observed that if an employee believed that management had acted in an arbitrary manner in denying sick pay, that decision would be subject to the grievance procedure. There has been only one grievance on this issue so far and it is still in the grievance procedure. They finally stated that under the union's proposal if a second opinion were to state that an employee was not disabled during his/her absence, then the employer would be in a position of having to get reimbursement of sick pay to which the employee had not been entitled.

#### ISSUE XV - HOLIDAY SCHEDULING (Paragraph 328)

A) Current contract language:

328 In the event a holiday is observed on a full-time employee's scheduled day off, the employee will receive eight (8) hours pay for the holiday.

B) Union's proposal:

328 - delete and substitute: Employees who do not work on a holiday will still receive their usual number of days off during the calendar week in which the holiday is observed.

C) Employer's proposal:

328 In the event a holiday is observed on a full-time employee's scheduled day off, the employee will receive eight (8) hours pay for the holiday. In the event a holiday is observed on a part-time employee's scheduled day off, the employee will receive pay for the holiday determined by multiplying the employee's hourly rate times eight (8) multiplied by the employee's appointment fraction. Those normally scheduled to work less than eight (8) hours per calendar week shall not receive pay for the holiday.

D) Parties' positions:

1) Union's position: The MNA argued that even if a holiday falls on a nurse's day off the nurse should not have to work his/her usual complement of days that week. The union asserted that this principle should apply to part-time employees as well as those who work on a full-time basis. They maintained that a holiday should be treated like a vacation day and used to reduce the scheduled work week. The MNA maintained that the hospital has recently increased the practice of treating a holiday like any other day off and their new language would eliminate that practice.

2) Employer's position: The university contended that the union's holiday proposal would reduce the head nurses ability to provide coverage. There would be still another contractual provision which would reduce nurse availability at a time when there is a clear shortage of nurses, they said.

#### ISSUES XVI and XVII - HOLIDAY SCHEDULING (Paragraph 336)

##### A) Current contract language:

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

##### B) Union's proposal:

delete para. 336

new para. 336: The University shall endeavor to schedule employees to work no more than one-half ( $\frac{1}{2}$ ) of the holidays in each group of holidays listed below. If an employee is scheduled to work in excess of this principle, that employee will receive, either (1) pay for the time worked at one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate and applicable premiums in addition to the pay or time off received according to Section E. or (2) have an amount equal to the time worked added to the employee's vacation accrual and thereafter shall be subject to the provisions of Article XXXI (Vacations) beginning with the first hour of the holiday in excess of this principle. It is understood that this premium applies only to those employees scheduled to and working more than one half ( $\frac{1}{2}$ ) of the holidays. It does not apply to employees who express a preference to work more than one-half ( $\frac{1}{2}$ ) of the holidays. It is also understood that an employee

who is scheduled to work on a holiday and is excused because of provisions of this Agreement such as, but not limited to, personal sickness or injury, funeral leave or other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the individual employment obligation will not be scheduled to work on another holiday off to "make up" for the excused time off.

C) Employer's proposal: (no change)

D) Parties' positions:

1) Union's position: The MNA contended that nurses should be able to be not scheduled to work on half of their paid holidays. Further if a nurse is required to work on more than half of his/her holidays she/he should be paid for triple time for all hours required to be worked (time and one-half plus time and one-half) on the holidays in excess of one half. They also maintained that a nurse should not have to make up a missed holiday when he/she was absent due to illness or for some other compelling reason.

2) Employer's position: The university asserted that if this proposal were adopted there would be no more volunteers to work on a holiday because all nurses would want to be assigned to work in order to receive pay at triple time. They also said that in addition to being costly these holiday proposals would dramatically decrease available nurse hours for scheduling in units which are already struggling to provide coverage. The employer also noted that only one Michigan hospital represented by MNA had any similar provision. They also said that the national contracts cited by the union which had some holiday scheduling limitations were much more moderate in tone and most only required compensatory time off as a remedy.

#### ISSUE XVIII - WITNESS PAY (Paragraph 378)

A) Current contract language:

None of the above provisions will apply to time lost from work by an employee who testifies as an "expert witness", whether testifying pursuant to a subpoena or not. Such an employee must make prior arrangements with the supervisor for either vacation or an excused absence.



B) Employer's proposal: Revise Paragraph 378 as follows: None of the above provisions will apply to time lost from work by an employee who is a plaintiff or by an employee who testifies as an "expert witness", whether testifying pursuant to subpoena or not. Such an employee must make prior arrangements with the supervisor for either vacation or an excused absence.

C) Union's proposal: No change in current language.

D) Parties' positions:

1) Employer's position: The university asserted that in a recent malpractice case a U of M nurse had been subpoenaed to testify on her own behalf in her suit against a physician and then she had sought pay under paragraph 374 of the contract. As a result the employer was required to pay the nurse while she testified in her own case. They said this was contrary to their intent and contrary to the provisions in all of the other MNA agreements in the state. The administration showed that most collective bargaining agreements for nurses provide for only jury duty pay and there is no provision for witness pay unless the nurse is appearing in a case on behalf of the hospital. Thus, they explained that their proposal is very consistent with the industry practice.

2) Union's position: The MNA objected to this change and they said that it was not fair to exclude cases in which the nurse was a plaintiff. They asserted that a nurse could be subpoenaed because he/she was a plaintiff in a divorce case against his/her spouse and it would be appropriate that the nurse would be paid in such instance. They maintained that their position was supported in a 1988 arbitration award and that this benefit should not now be lost in bargaining.

#### ISSUES XIX-XXI - RELEASE TIME FOR ASSOCIATION BUSINESS (Paragraph 556-559)

A) Current contract language:

556 The Chairperson of the Association shall be released from regularly assigned work at no loss of regular pay, benefits or seniority for five (5) eight hour days per week for responsibilities in accordance with Article XLIII, Section D., Discipline; Article XLIV, Section E., Grievance Procedure and Arbitration Procedure; Article XLVI, 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.

557 In the event, however, the Chairperson ceases to perform the functions set forth in this Section or designates a representative when otherwise available (sickness, vacation, other short term absences) or is not otherwise available as scheduled, after notice to the Association and a reasonable opportunity to remedy the situation, the pay shall cease or be reduced to coincide with availability until the situation is remedied.

558 The Secretary or the Treasurer of the Association shall be released from regularly assigned work at no loss of regular pay, benefits, or seniority for one (1) day per month 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's and Treasurer's supervisor(s) and shall be considered time worked for purposes of computing vacation accrual, overtime, and sickness and injury income accrual.

#### SECTION B.

559 A non-probationary employee who is duly elected or appointed by the Association, upon the timely written request of the Chairperson of the Association, will be granted an excused absence without pay for a period of time sufficient to attend a meeting, conference or convention of the Michigan Nurses Association provided, however, that such request, in writing, is received no later than two (2) calendar months prior to the requested time off. In addition, no employee will be granted more than five (5) consecutive working days off at any one time nor may more than three (3) employees be granted release time at any one time. It is understood that such requests, even though granted, may be cancelled due to the patient care needs of the Unit.

#### B) Union's proposal:

para. 556: The Chairperson of the Association shall be released from regularly assigned work at no loss of regular pay, benefits or seniority for five (5) eight hour days per week for responsibilities in accordance with Article XLIII, Section D., Discipline; Article XLIV, Section E., Grievance procedure and Arbitration Procedure; Article XLVI, Conferences; Article IX, Association Orientation; and other joint meetings with the University. The Chairperson will either maintain his/her classification title and pay grade or be placed in pay grade N-4 at the step the employee was on in a lower pay grade, whichever is greater, during his/her term(s) of office.

After para. 556, add new paragraph:

At the end of the Chairperson's term(s) of office, he/she will return to their previous classification title and pay grade with step movement consistent with Appendix \_\_\_\_.

para. 558:

The Secretary and the Treasurer of the Association shall be released from regularly assigned work at no loss of regular pay, benefits, or seniority for one (1) day per week for the purpose of conducting the business of the Association which is directly related to the administration of this Agreement. The Secretary and the Treasurer will arrange their release time with their supervisor and shall be considered time worked for purposes of computing vacation accrual, overtime, and sickness and injury income accrual.

After para. 558, add new paragraph:

Each Chief PR & R representative of the Association shall be released from regularly assigned work at no loss of regular pay, benefits, or seniority for one (1) day per month for the purpose of conducting the business of the Association which is directly related to the administration of this Agreement. Each Chief PR & R representative will arrange their release time with their supervisor and shall be considered time worked for purposes of computing vacation accrual, overtime, and sickness and injury income accrual.

para. 559: A non-probationary employee who is duly elected or appointed by the Association, upon the timely written request of the Chairperson of the Association, will be granted an excused absence without pay for a period of time sufficient to attend a meeting, conference or convention of the Michigan Nurses Association provided, however, that such request, in writing, is received no later than two (2) calendar months prior to the requested time off. In addition, no employee will be granted more than five (5) consecutive working days off at any one time. It is understood that such requests, even though granted, may be cancelled due to the patient care needs of the Unit.

C) Employer's proposal: No change in contract language.

D) Parties' positions:

1) Union's position: The union maintained that the unit chairperson has a complex and important position which should be compensated accordingly. They pointed out that she has the responsibility to administer the collective bargaining agreement for 1,800 nurses and this requires long hours and much stress. They argued that this position should be paid appropriately for the employee relations skills and duties required.

The union also contended that the secretary and the treasurer of the local union should have more time off with pay and greater flexibility to conduct the union's business. They proposed that both of these officers (instead of just one) should have a day off each week instead of one day off each month. Further, they said that the day should not be fixed but rather the weekly day off would be arranged with the union officer's supervisor.

Additionally, the MNA proposed that the six union stewards (PR & R reps) also should be granted one day off each month to conduct union business. They maintained that these nurses often quell problems before they begin and so they should be given more time to perform their MNA duties.

Finally, the MNA sought to remove the three person cap on the language in paragraph 559. They asserted that often unit members want to attend union conferences or conventions and these are educational activities which should be encouraged. They proposed that no number be set to limit this activity.

2) Employer's position: The employer opposed all of these contract changes proposed by the union. They argued that 1800 members paid \$23.25 a month in union dues and that generated about \$500,000 a year. They asked why the union could not augment the chairman's annual compensation for her added union responsibilities. They said the chairperson actually worked for the union and so should pay her more if they feel that is appropriate.

The employer also indicated that if more union officers and union stewards were to be given more time off it would intensify the existing scheduling problems. They noted that the union's proposals all have a cost - first to pay union representatives for the time off their jobs and then to pay the time for those who have to replace them.

Finally, the university contended that it would be unreasonable to remove all limits on the number of union members who can attend union meetings. They said that this provision could also cause scheduling and replacement problems and it would likely create even more overtime in the future.

#### ISSUE XXII - DURATION OF CONTRACT

A) Union's position: The union proposes a two year contract which will expire on June 30, 1991. They asserted that the union does not wish to be bound more than two years because the labor market for nurses is changing too fast. They said that to be bound by a bad long term contract would lead to labor unrest.

B) Employer's position: The university proposes a three year agreement which would expire on June 30, 1992. They said that more than six months will have elapsed since the expiration of the predecessor agreement by the time a new contract is executed. They argued that after the recent strike and accompanying period of labor unrest there should be a long term agreement which will allow the parties to heal up their wounds.

#### ISSUE XXIII - RETROACTIVITY

A) Union's position: The union seeks full retroactivity to July 1, 1989 regardless of the duration of the contract. They point to the circuit judge's order to return to the status quo until the fact finder's report was issued.

B) Employer's position: The university asserted that if there was a three year contract then retroactivity to July 1, 1989 would be appropriate. They noted that in this way the nurses could receive a lump sum payment at the year's end. This would be in keeping with a holiday spirit and it would help the parties get off to a good start. However, they argued that if only a two year contract were to be adopted then its term should start on its effective date and there should be no retroactive wages granted. They also maintained that insurance and some other benefits cannot be made effective retroactively and so they proposed that only the basic wage increase be retroactive.

#### ISSUE XXIV to XXVIII - WAGE SCHEDULES

A) Existing wage schedule:

SUBJECT: Interim Pay Increase

DATE: January 10, 1989

The University and the UMPNC have mutually agreed that a pay increase for registered nurses prior to the completion of the upcoming contract negotiations is necessary to maintain our salary competitiveness. Consequently, we have agreed to a five percent (5%) increase in R.N. wages in February.

Attached to this memo is a copy of the new wage schedule, Schedule B1. This schedule will become effective on February 1, 1989, for monthly paid employees and on February 5, 1989, for bi-weekly paid employees. The increase will appear in the February 28 paycheck for monthly paid employees and in the February 24 paycheck for bi-weekly paid employees.

This interim pay increase is not part of the upcoming contract negotiations. It is, rather, a joint effort by the Union and the University to be responsive to economic pressures in the marketplace during a primary period for nurse recruitment.

Schedule B.1

Grade	Minimum	1	2	3	4	5	Maximum
N-1	12.77	13.35	13.67	14.02	14.44	14.94	15.99
	26,562.00	27,768.00	28,434.00	29,162.00	30,035.00	31,075.00	33,259.00
N-2	13.27	13.87	14.22	14.57	15.02	15.54	16.62
	27,602.00	28,850.00	29,578.00	30,306.00	31,242.00	32,323.00	34,570.00
N-3	13.67	14.30	14.66	15.03	15.48	16.01	17.14
	28,434.00	29,744.00	30,493.00	31,262.00	32,198.00	33,301.00	35,651.00
N-4	14.64	15.55	16.01	16.47	16.97	17.73	18.97
	30,451.00	32,344.00	33,301.00	34,258.00	35,298.00	36,878.00	39,458.00
CRNA	23.74	24.38	24.73	25.08	25.48	25.90	26.38
	49,379.00	50,710.00	51,438.00	52,166.00	52,998.00	53,872.00	54,870.00

Schedule B1 - effective 2/1/89 for monthly paid employees  
effective 2/5/89 for bi-weekly paid employees

B) Union's proposal:

SECTION A. IMPLEMENTATION

Schedule A

Effective May 28, 1989 for bi-weekly paid employees and June 1, 1989 for monthly paid employees, the Wage Schedule shall be as shown in Schedule A.

Schedule B

Effective on or before the first bi-weekly pay period following May 1, 1990 for bi-weekly paid employees and on or before May 1, 1990 for monthly paid employees, the Wage Schedule shall be no less than the amount set forth for each step within each pay grade as shown in Schedule B.

Beginning with the effective date of Schedule A, each employee paid at Minimum of Schedule B-1 of the Agreement executed May 7, 1987 and amended January 10, 1989, shall be paid at Minimum of Wage Schedule A.; those paid at Step 1 shall be paid at Step 1; those paid at Step 2 shall be paid at Step 2; those paid at Step 3 shall be paid at Step 3; those paid at Step 4 shall be paid at Step 4; those paid at Step 5 shall be paid at Step 5; and those at Maximum shall be paid as follows:

Any employee at Maximum on May 28, 1988 shall be placed on Step 8.

Any employee at Maximum on May 28, 1989 shall be placed on Step 7.

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.

WAGE SCHEDULE CONTINUATION

In addition to the schedule(s) above, any employee who has been placed at Step 8 shall have an additional 2.5% rolled into their base on their anniversary date and annually thereafter.

MNA PROPOSED WAGE SCHEDULE (YEAR ONE)

	MIN	1	2	3	4	5	6	7	8
N1	14.18	14.61	15.05	15.50	15.97	16.45	16.95	17.46	17.99
N2	15.04	15.49	15.96	16.44	16.94	17.45	17.98	18.52	19.08
N3	16.25	16.74	17.25	17.77	18.31	18.86	19.43	20.02	20.63
N4	17.88	18.42	18.98	19.55	20.14	20.75	21.38	22.03	22.70
CRNA	26.10	27.20	28.03	29.02	31.96	32.01	32.06	32.11	32.16

SCHEDULE B									
	MIN	1	2	3	4	5	6	7	8
N1	15.60	16.08	16.56	17.05	17.57	18.10	18.65	19.21	19.79
N2	16.55	17.04	17.56	18.09	18.64	19.20	19.78	20.38	20.99
N3	17.89	18.42	18.98	19.55	20.15	20.73	21.38	22.03	22.70
N4	19.67	20.27	20.88	21.51	22.16	22.83	23.52	24.24	24.97
CRNA	28.71	29.92	30.84	31.93	35.16	35.22	35.27	35.33	35.38



C) Employer's proposal:

The employer proposed a 5.2% across the board increase. However they also proposed a separate column for the four midwives because they said it is not appropriate to include these nurses with the CRNA's for wage purposes. They proposed a 5% wage increase for the midwives consistent with the university's overall offer but they proposed a 10% raise in pay for the CRNA's to keep up with the salaries these nurses are paid at other institutions. In the other aspects of salaries the employer does not propose any changes in the structure of the salary schedule, progression steps and current pay practices. They oppose the union's proposals. See the next page for the employer's proposed wage schedules for the first year of the new labor agreement.

## U OF M PROPOSAL

YEAR 1	MINIMUM	1	2	3	4	5	6	7
N1								
ANNUAL	\$27,889.68	\$29,156.40	\$29,855.28	\$30,619.68	\$31,536.96	\$32,628.96	\$34,922.16	\$36,109.51
MONTHLY	\$2,324.14	\$2,429.70	\$2,487.94	\$2,551.64	\$2,628.08	\$2,719.08	\$2,910.18	\$3,009.13
BIWEEKLY	\$1,072.68	\$1,121.40	\$1,148.28	\$1,177.68	\$1,212.96	\$1,254.96	\$1,343.16	\$1,388.83
HOURLY	\$13.41	\$14.02	\$14.35	\$14.72	\$15.16	\$15.69	\$16.79	\$17.36
N2								
ANNUAL	\$28,981.68	\$30,292.08	\$31,056.48	\$31,820.88	\$32,803.68	\$33,939.36	\$36,298.08	\$37,532.21
MONTHLY	\$2,415.14	\$2,524.34	\$2,588.04	\$2,651.74	\$2,733.64	\$2,828.28	\$3,024.84	\$3,127.68
BIWEEKLY	\$1,114.68	\$1,165.08	\$1,194.48	\$1,223.88	\$1,261.68	\$1,305.36	\$1,396.08	\$1,443.55
HOURLY	\$13.93	\$14.56	\$14.93	\$15.30	\$15.77	\$16.32	\$17.45	\$18.04
N3								
ANNUAL	\$29,855.28	\$31,231.20	\$32,017.44	\$32,825.52	\$33,808.32	\$34,965.84	\$37,433.76	\$38,706.51
MONTHLY	\$2,487.94	\$2,602.60	\$2,668.12	\$2,735.46	\$2,817.36	\$2,913.82	\$3,119.48	\$3,225.54
BIWEEKLY	\$1,148.28	\$1,201.20	\$1,231.44	\$1,262.52	\$1,300.32	\$1,344.84	\$1,439.76	\$1,488.71
HOURLY	\$14.35	\$15.02	\$15.39	\$15.78	\$16.25	\$16.81	\$18.00	\$18.61
N4								
ANNUAL	\$31,973.76	\$33,961.20	\$34,965.84	\$35,970.48	\$37,062.48	\$38,722.32	\$41,430.48	\$42,839.12
MONTHLY	\$2,664.48	\$2,830.10	\$2,913.82	\$2,997.54	\$3,088.54	\$3,226.86	\$3,452.54	\$3,569.93
BIWEEKLY	\$1,229.76	\$1,306.20	\$1,344.84	\$1,383.48	\$1,425.48	\$1,489.32	\$1,593.48	\$1,647.66
HOURLY	\$15.37	\$16.33	\$16.81	\$17.29	\$17.82	\$18.62	\$19.92	\$20.60
MIDWIVES								
ANNUAL	\$51,848.16	\$54,017.60	\$55,640.00	\$57,616.00	\$60,151.10			
MONTHLY	\$4,320.68	\$4,501.47	\$4,636.67	\$4,801.33	\$5,012.59			
BIWEEKLY	\$1,994.16	\$2,077.60	\$2,140.00	\$2,216.00	\$2,313.50			
HOURLY	\$24.93	\$25.97	\$26.75	\$27.70	\$28.92			
CRNA								
ANNUAL	\$54,288.00	\$56,576.00	\$58,302.40	\$60,361.60	\$66,684.80			
MONTHLY	\$4,524.00	\$4,714.67	\$4,858.53	\$5,030.13	\$5,557.07			
BIWEEKLY	\$2,088.00	\$2,176.00	\$2,242.40	\$2,321.60	\$2,564.80			
HOURLY	\$26.10	\$27.20	\$28.03	\$29.02	\$32.06			

D) Parties' positions:

1) Union's position: The union has estimated the annual total cost of the first year of its salary proposal to be \$53,651,000 compared to \$47,368,000 total salary cost for twelve months of wages under the former salary schedule. This would represent a total dollar increase of \$6,283,000. They also indicated that the current hourly wage for the entire unit is \$15.25 and their proposal would increase that average wage to \$17.27 per hour for all nurses in the unit or an average of 13.26%. The total first year MNA salary cost analysis is shown below:

YEAR 1 MNA PROPOSED SALARIES COST

	MINIMUM	1	2	3	4	5	6	7	8
N1 RATE	\$14.18	\$14.61	\$15.05	\$15.50	\$15.97	\$16.45	\$16.95	\$17.46	\$17.99
N1 FTE's	144.2	202.65	102.9	75.95	43.9	41.1		26.15	237.6
TOTAL	\$2,044.76	\$2,960.72	\$1,549.65	\$1,175.68	\$701.08	\$676.10	\$0.00	\$461.82	\$1,271.12
N2 RATE	\$15.04	\$15.49	\$15.96	\$16.44	\$16.94	\$17.45	\$17.98	\$19.52	\$19.09
N2 FTE's		9.75	36.5	54.5	31.9	20.3		22	197.6
TOTAL	\$0.00	\$135.54	\$582.54	\$895.98	\$540.39	\$354.24	\$0.00	\$407.41	\$3,770.21
N3 RATE	\$16.25	\$16.74	\$17.25	\$17.77	\$18.31	\$18.86	\$19.43	\$20.02	\$20.63
N3 FTE's			5	16.8	14.5	10.7		11.25	100.8
TOTAL	\$0.00	\$0.00	\$86.25	\$298.54	\$265.50	\$201.90	\$0.00	\$225.23	\$2,079.50
N4 RATE	\$17.88	\$18.42	\$18.98	\$19.55	\$20.14	\$20.75	\$21.38	\$22.03	\$22.70
N4 FTE's			1	4	0.5	4.8		6.1	54.8
TOTAL	\$0.00	\$0.00	\$18.98	\$78.20	\$10.07	\$99.60	\$0.00	\$134.38	\$1,213.96
CRNA RATE	\$26.10	\$27.20	\$28.03	\$29.02	\$31.96	\$32.01	\$32.06	\$32.11	\$32.16
CRNA FTE's		3							13.7
TOTAL	\$0.00	\$81.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110.59
TOTAL FTE's		1493.15							
TOTAL HOURLY COST		\$25,793.74							
TOTAL ANNUAL COST		\$53,650,969							
AVERAGE HOURLY RATE		17.27							

In the second year of the MNA proposal the total cost is estimated to be \$59,016,000 for an increase of \$5,365,000. The average hourly rate would be increased from \$17.27 to the rate of \$19.00 or an increase of 10%.

The MNA opposes the separate wage level for the four midwife nurses. They said that traditionally the CRNA (nurse anesthetist) and the midwives have been classified together and they do not see a basis to create a separate wage level at this time.

The union also calculated that the MNA weekend differential payment would cost a substantially larger amount than would the university's proposal. They offered this comparison:

#### WEEKEND DIFFERENTIAL COSTS

	HOURLY	ANNUAL COST	ADDED COST
YEAR 1 MNA 15%	\$2.53	\$1,097,513	\$1,097,513
YEAR 2 MNA 15%	\$2.78	\$1,206,873	\$109,361
YEAR 1 UM	\$1.80	\$782,000	\$782,000
YEAR 2 UM	\$2.50	\$1,085,000	\$303,000

TOTAL COST MNA YEAR 1 AND 2	\$2,304,386
TOTAL COST UM YEAR 1 AND 2	\$1,867,000

Calculations based on average annual wages of N1-N3 paygrades as proposed by MNA: Year 1 = \$16.86; Year 2 = \$18.54

The MNA also presented an analysis of the cost entailed in paying a premium to nurses who are in charge of a unit as follows:

#### CHARGE PAY COSTS

	HOURLY	ANNUAL	ADDED COSTS
YEAR 1 MNA 10%	\$1.69	\$649,851.84	\$649,851.84
YEAR 1 MNA 20%	\$3.37	\$1,299,703.68	\$1,299,703.68
YEAR 2 MNA 10%	\$1.85	\$714,605.76	\$64,753.92
YEAR 2 MNA 20%	\$3.71	\$1,429,211.52	\$129,507.84

Calculations based on 90% of 49 units for 24 hours a day 365 days each year; Year 1 average hourly of \$16.86; Year 2 average hourly of \$18.54 for N1-N3 paygrade.

Additionally the union computed the shift differential costs in its proposals. They made this analysis with the presumption that the present bonus system would remain in place. This analysis is shown below:

## SHIFT DIFFERENTIAL COSTS

### EVENING

	HOURLY	ANNUAL COST	ADDED COST
CURRENT	\$1.00	\$525,614	
CURRENT WITH BONUS	\$1.55	\$816,218	\$0
YEAR 1 MNA 15%	\$2.53	\$1,329,278	\$513,060
YEAR 2 MNA 15%	\$2.78	\$1,461,733	\$132,455
YEAR 1 UM	\$2.11	\$1,109,046	\$292,828
YEAR 2 UM	\$2.11	\$1,109,046	\$0

### NIGHT

CURRENT	\$1.25	\$801,414	
CURRENT WITH BONUS	\$2.79	\$1,788,755	
YEAR 1 MNA 20%	\$3.37	\$2,161,894	\$373,138
YEAR 2 MNA 20%	\$3.71	\$2,377,314	\$215,420
YEAR 1 UM	\$2.79	\$1,788,755	\$0
YEAR 2 UM	\$2.79	\$1,788,755	\$0

Total added cost of MNA proposal	\$1,234,073
Total added cost of U of M proposal	\$292,828

Total budgeted fiscal 87-88	\$2,604,973
Total Paid	\$1,928,929
Total budgeted and not paid	\$676,044

Total budgeted fiscal 88-89	\$2,604,973
Total Paid	\$2,063,940
Total budgeted and not paid	\$541,033

Total budgeted and not paid 87-89	\$1,217,078
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Calculations based on average annual wages of N1-N3 paygrades as proposed by MNA: Year 1 = \$16.86; Year 2 = 18.54

Finally, the union totalled all of its wage and benefit costs in its proposals. This shows the total annual cost of the package to be \$8,991,283 or an overall increase of 13.77%. This presentation is as follows:

#### Current Annual Cost of Wages and Benefits

WAGES	\$47,368,249	AVERAGE WAGE X FTE's X 2080
SHIFT DIFFERENTIALS	\$2,604,973	HOURLY RATES X HOURS ON OFF SHIFT
BENEFITS	\$11,993,573	WAGES+SHIFT X 24%
OVERTIME	\$3,002,847	AVERAGE WAGE X 1.5 X OVERTIME HOURS
ON-CALL	\$314,569	AVERAGE WAGE X 20% X ON-CALL HOURS
TOTAL ANNUAL	\$65,284,211	

#### Annual Cost MNA Proposed Year 1

	PROPOSED	CURRENT	ADDED COSTS
WAGES	\$53,650,969	\$47,368,249	\$6,282,720
SHIFT DIFFERENTIALS	\$3,491,172	\$2,604,973	\$886,199
WEEKEND DIFFERENTIAL	\$1,097,512		\$1,097,512
CHARGE PAY	\$649,852		\$649,852
EDUCATION	\$150,000	\$75,000	\$75,000
TOTAL			\$8,991,283
CURRENT ANNUAL	\$65,284,211		
ADDED COST OF PACKAGE	\$8,991,283		
PERCENT INCREASE	13.773%		

#### Annual Cost MNA Proposed Year 2

	PROPOSED	YEAR 1	ADDED COSTS
WAGES	\$59,016,066	\$53,650,969	\$5,365,097
SHIFT DIFFERENTIALS	\$3,839,047	\$3,491,172	\$347,875
WEEKEND DIFFERENTIAL	\$1,200,873	\$1,097,512	\$109,361
CHARGE PAY	\$714,606	\$649,852	\$64,754
EDUCATION	\$225,000	\$150,000	\$75,000
TOTAL			\$5,962,087
YEAR 1 ANNUAL	\$74,275,494		
ADDED COST OF PACKAGE	\$5,962,087		
PERCENT INCREASE	8.027%		

The union's proposal also includes changes in the structure of the wage schedule. Currently there are wide variations in the percentage of the salary increase for a nurse moving from one step to another. The university's proposal would retain the present disparate increases at each step but the association would make uniform each percent increase at 3%. The comparisons are presented below:

	1	2	3	4	5	6	7	8	9	10	11
1											
2		U OF M PROPOSAL YEAR 1									
3		PERCENT INCREASE BETWEEN STEPS									
4											
5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	TOTAL	MAX	MIN
6	N-1	4.5%	2.4%	2.6%	3.0%	3.5%	7.0%	3.4%	26.4%	29.5%	
7	N-2	4.5%	2.5%	2.5%	3.1%	3.5%	7.0%	3.4%	26.5%	29.5%	
8	N-3	4.7%	2.5%	2.5%	3.0%	3.5%	7.0%	3.4%	26.6%	29.7%	
9	N-4	6.2%	2.9%	2.9%	3.1%	4.5%	7.0%	3.4%	30.0%	34.0%	
10	CRNA	4.2%	3.0%	3.5%	10.5%				21.2%	22.8%	
11											
12											
13		MNA PROPOSAL YEAR 1									
14		PERCENT INCREASE BETWEEN STEPS									
15											
16		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	TOTAL	MAX
17	N-1	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	24.0%	26.9%
18	N-2	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	24.0%	26.9%
19	N-3	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	24.0%	27.0%
20	N-4	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	24.0%	27.0%
21	CRNA	4.2%	3.1%	3.5%	10.1%	0.16%	0.16%	0.16%	0.16%	21.5%	23.2%
22											
23											
24		U OF M PROPOSAL YEAR 2									
25		PERCENT INCREASE BETWEEN STEPS									
26											
27		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	TOTAL	MAX
28	N-1	4.5%	2.4%	2.6%	3.0%	3.5%	7.0%	3.4%	3.4%	29.8%	33.0%
29	N-2	4.5%	2.5%	2.5%	3.1%	3.4%	7.0%	3.4%	3.4%	29.8%	33.9%
30	N-3	4.6%	2.5%	2.5%	3.0%	3.4%	7.0%	3.4%	3.4%	29.8%	34.0%
31	N-4	6.2%	3.0%	2.9%	3.0%	4.5%	7.0%	3.4%	3.4%	33.4%	38.5%
32	CRNA	4.2%	3.0%	3.5%	10.5%	4.0%				25.2%	28.2%
33											
34											
35		MNA PROPOSAL YEAR 2									
36		PERCENT INCREASE BETWEEN STEPS									
37											
38		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	TOTAL	MAX
39	N-1	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	24.0%	26.9%
40	N-2	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	24.0%	26.9%
41	N-3	3.0%	3.0%	3.0%	3.0%	2.9%	3.1%	3.0%	3.0%	24.0%	26.9%
42	N-4	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.4%	3.0%	24.0%	26.9%
43	CRNA	4.0%	3.1%	3.5%	10.1%	0.17%	0.14%	0.17%	0.14%	21.3%	23.2%

The union also adds two new salary steps in the first year of the new contract. They opposed the employer's proposal to only add one additional pay step for a total of seven in the first year and to delay adding the eighth step until the second year of the contract.

The union also seeks a change in the percent between pay grades. The MNA proposes an increase in the level of the increase particularly in the first year of the agreement. See these comparisons below:

	1	2	3	4	5	6	7	8	9	10
1										
2		PERCENT BETWEEN PAYGRADES								
3	N-1 TO N-2							CURRENT MAX		
4		MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
5	CURRENT	3.90%	3.90%	4%	3.90%	4%	4%	3.90%		
6	U OF M-YR1	3.90%	3.90%	4%	3.90%	4.00%	4.00%	3.90%	3.90%	
7	MNA - YR. 1	6.07%	6.02%	6.05%	6.07%	6.07%	6.07%	6.07%	6.07%	6.06%
8	U OF M-YR2	3.90%	3.90%	4.10%	3.90%	4%	4%	3.90%	4%	3.90%
9	MNA - YR. 2	6.09%	5.97%	6.04%	6.10%	6.09%	6.08%	6.06%	6.09%	6.06%
10										
11										
12	N-2 TO N-3									
13										
14	CURRENT	3%	3.10%	3.10%	3.20%	3.10%	3%	3.10%		
15	U OF M-YR1	3%	3.20%	3.10%	3.10%	3%	3%	3.20%	3.20%	
16	MNA - YR. 1	8.05%	8.07%	8.06%	8.09%	8.09%	8.09%	8.07%	8.10%	8.10%
17	U OF M-YR2	3%	3.10%	3.10%	3.20%	3.10%	3%	3.20%	3.10%	3.10%
18	MNA - YR. 2	8.10%	8.10%	8.09%	8.07%	8.10%	7.97%	8.09%	8.10%	8.10%
19										
20										
21	N-3 TO N-4									
22										
23	CURRENT	7.10%	8.70%	9.20%	9.60%	9.60%	10.70%	10.70%		
24	U OF M-YR1	7.10%	8.70%	9.20%	9.60%	9.70%	10.60%	10.70%	10.70%	
25	MNA - YR. 1	10.03%	10.35%	10.03%	10.02%	10%	10.02%	10.04%	10.04%	10.03%
26	U OF M-YR2	7.10%	8.70%	9.20%	9.60%	9.60%	10.80%	10.60%	10.70%	10.70%
27	MNA - YR. 2	9.90%	10.04%	10.01%	10.03%	9.96%	10.10%	10.01%	10.03%	10%
28										
29										
30		AVERAGE PERCENT RAISE WHEN PROMOTED								
31										
32										
33		CURRENT RAISE	U OF M PROPOSED		MNA PROPOSED					
34										
35	N-1 TO N-2	3.9%-4.0%	3.9%-4.0%		6.0%-6.1%					
36	N-2 TO N-3	3.0%-3.2%	3.0%-3.2%		8.0%-8.1%					
37	N-3 TO N-4	7.1%-10.7%	7.1%-10.8%		9.9%-10.1%					



The union did not provide information regarding the cost that would be incurred by their proposed changes in the step increases or their changes in the promotional increases. They said there were too many variables to do this. They also indicated that while they included overtime pay in their costing of current salaries they did not include overtime in their costing of their wage proposals for the next two years. Finally, they explained that the variations in the step increases had developed because different steps were added in different negotiations and the current salary grid was created with no particular rationale for the differences in increases at each step.

The union offered the following summary to show how salaries have increased at comparable institutions throughout the country:

# RECENT REGISTERED NURSE CONTRACT SETTLEMENTS

Facility	Location	Percent Increase	Duration	Expiration	Start	Maximum
Palisades General Hospital	New Jersey	16.5	2 years	September 1991	\$14.10	\$20.10
					\$15.55	\$21.55
Englewood Hospital	New Jersey	40.0	2 years	August 1991	\$11.50	\$27.00
					\$15.75	\$29.25
Children's Hospital	Oakland, CA	11.0	2 years	1991		
		9.0				\$21.53
Alameda Hospital	San Francisco	11.0	2 years	July 1991		
		9.0				
Brookside Hospital	San Paulo, CA	10.0	2 years	July 1991		
		5.0				
Providence Hospital	Oakland, CA	11.0	2 years	July 1991		
		9.0				
Seattle Area Hospital Council	Seattle, WA	10.0	2 years	August 1991		
		6.0				
Women's and Infants Hospital	Boston, MASS	20.0	3 years	November 1991		
		5.0				
		5.0				
Presbyterian Hospital	New York City		25 month	April 1991	\$12.10	\$21.10
					\$16.35	\$24.25
					\$17.10	\$25.10

Mt. Sinai	New York City	10.3 5.0	2 year	December 1990	\$17.14 \$16.35	\$21.12 \$20.21
Western Reserve Care Systems	Youngstown, OH	5.0 6.5 5.0	3 year	April 1992	\$12.30 \$13.74 \$11.90	\$10.97 \$16.94 \$15.31
Meriter Hospitals, Inc.	Madison, WIS	5.5 4.5 1.0	22.5 months	March 1991	\$11.50	
St. Vincent Charity Hospital	Cleveland, OH	15.0	3 year	June 1992 reopened 1991	\$13.50	\$18.07
Montiflore Medical Center	Bronx, NYC	10.5 5.0	2 year	January 1991	\$10.14 \$11.15	\$11.19 \$11.92
Jewish Home and Hospital	Bronx and Manhattan, NYC	11.1 7.5	2 year	April 1991	\$11.00 \$10.12	\$15.51 \$19.63
Cabrini Medical Center	New York City		2 year	January 1991	\$10.14	\$19.97
		5.0			\$16.35	\$22.60
St. John's Episcopal	Long Island, NY	10.5 10.0	2 year	May 1991	\$15.14 \$16.65	\$20.19 \$22.67
Alta Bates-Herrick	Berkeley, CA	10.0 5.0	2 year	July 1991		
Group Health Cooperative	Puget Sound, WA	10.5 5.5 3.0	2 year	April 1991	\$13.64 \$11.39 \$14.52	\$20.51
Kaiser Permanente	Southern CA	7.0	3 year	April 1992 2nd and 3rd year rates set later	\$15.17	\$20.20
Brookhaven Memorial Hospital and Medical Center	New York	15.1 5.0 4.5	3 year	March 1992	\$14.42 \$15.11 \$15.03	\$19.23 \$20.57 \$22.12
Easton Hospital	Easton, PA	19.0	25 months	October 1991	\$12.50 \$13.65	\$16.30 \$17.69

They also said that a list of some other comparable medical centers shows the average hourly rates for nurses to be as follows:

# WAGE RATES REGISTERED NURSE CONTRACTS

FACILITY	Contract Effective	TITLE	1988-1989		1990	
			START	MAXIMUM	START	MAXIMUM
University of Chicago	6-1988	Staff RN	\$12.56	\$17.72		
		Clin RN II	\$13.12	\$18.60		
		Flight Nurse	\$14.50	\$20.45		
University of Illinois	7-1986	Staff RN I	\$11.99	\$18.49		
		Staff RN II	\$12.73	\$19.61		
University of California LA	12-1988	Clin Nurse I	\$13.68	\$16.44		
		Clin Nurse II	\$14.98	\$18.06		
		Clin Nurse III	\$18.06	\$21.77		
		Clin Nurse IV	\$21.28	\$25.71		
		N Anesthetist	\$22.55	\$27.21		
		Sr N Anesthetist	\$25.34	\$30.64		
Merritt Peralta Medical Center	7-1988	Staff RN I			\$17.30	
		Staff RN II			\$17.94	\$21.08
		Clinical RN III			\$18.85	\$21.11
		Clinical RN IV			\$20.17	\$23.65
Pennsylvania State University	4-1988	Staff Nurse	\$12.72	\$17.60	\$13.48	\$18.55
Westchester County New York	7-1988	Staff Nurse	\$14.93	\$18.55		
Presbyterian Hospital	12-1988	Staff Nurse	\$17.16	\$24.38		
		Clin Nurse I	\$17.88	\$25.10		
		Clin Nurse II	\$18.85	\$26.06		
		Clin Nurse III	\$20.05	\$27.26		
		Clin Nurse IV	\$20.53	\$27.74		
		Clin Nurse V	\$21.73	\$28.94		
		Clin Nurse VI	\$23.91	\$31.12		
Borgess Medical Center	7-1988	Staff Nurse	\$11.71	\$16.44		
Sacred Heart Medical Center	1-1989	Staff Nurse	\$12.02	\$17.25		
			\$12.68	\$18.20		
Affil. Hosps of San Francisco	8-1988	Staff Nurse	\$18.89	\$23.45		
E.W. Sparrow Hospital	8-1988	Staff Nurse	\$11.61	\$16.51	\$12.07	\$17.17
		Nurse II	\$11.95	\$16.85	\$12.41	\$17.51
		Nurse Anesthetist	\$29.54	\$29.54	\$30.72	\$30.72
Mary Bridge Child. H. C. C	1-1988	Registered Nurses	\$10.31	\$17.90		
St. Joseph Hospital	9-1987	Registered Nurses	\$11.82	\$17.90		

Washington Hosp. Center	9-1988	Graduate Nurse	\$13.63			
		Level II	\$14.18			
		Level III	\$15.01	\$24.75		
		Level IV	\$16.21	\$26.73		
Twin Cities Hospitals	6-1987	Assoc. Degree	\$11.35	\$15.63		
			\$11.63	\$15.73		
Average Hourly Wage Rate			\$16.03	\$21.77	\$17.87	\$21.55

The union explained that it did not use most Michigan hospitals for a comparison because the other state hospitals were too small. They also said a few other national hospitals were excluded in their wage comparisons because they did not have a new contract or there was a different sort of compensation system in place.

2) Employer's position: The employer's calculations of costs for the parties wage proposals differs from the union's. For example they make the following comparison of the second year salary schedules.

MNA PROPOSAL OF 7/19/89

YEAR 2

	MIN	1	2	3	4	5	6	7	8
N1									
ANNUAL	\$32,448.00	\$33,446.40	\$34,444.80	\$35,444.00	\$36,545.60	\$37,648.00	\$38,792.00	\$39,956.80	\$41,163.20
MONTHLY	\$2,704.00	\$2,787.20	\$2,870.40	\$2,955.33	\$3,045.47	\$3,137.33	\$3,232.67	\$3,329.73	\$3,430.27
BIWEEKLY	\$1,248.00	\$1,286.40	\$1,324.80	\$1,364.00	\$1,405.60	\$1,448.00	\$1,492.00	\$1,536.80	\$1,583.20
HOURLY	\$15.60	\$16.08	\$16.56	\$17.05	\$17.57	\$18.10	\$18.65	\$19.21	\$19.79
N2									
ANNUAL	\$34,424.00	\$35,443.20	\$36,524.80	\$37,627.20	\$38,771.20	\$39,936.00	\$41,142.40	\$42,390.40	\$43,659.20
MONTHLY	\$2,868.67	\$2,953.60	\$3,043.73	\$3,135.60	\$3,230.93	\$3,328.00	\$3,428.53	\$3,532.53	\$3,638.27
BIWEEKLY	\$1,324.00	\$1,363.20	\$1,404.80	\$1,447.20	\$1,491.20	\$1,536.00	\$1,582.40	\$1,630.40	\$1,679.20
HOURLY	\$16.55	\$17.04	\$17.56	\$18.09	\$18.64	\$19.20	\$19.78	\$20.38	\$20.99
N3									
ANNUAL	\$37,211.20	\$38,313.60	\$39,478.40	\$40,664.00	\$41,912.00	\$43,118.40	\$44,470.40	\$45,822.40	\$47,216.00
MONTHLY	\$3,100.93	\$3,192.80	\$3,289.87	\$3,388.67	\$3,492.67	\$3,593.20	\$3,705.87	\$3,818.53	\$3,934.67
BIWEEKLY	\$1,431.20	\$1,473.60	\$1,518.40	\$1,564.00	\$1,612.00	\$1,658.40	\$1,710.40	\$1,762.40	\$1,816.00
HOURLY	\$17.89	\$18.42	\$18.98	\$19.55	\$20.15	\$20.73	\$21.38	\$22.03	\$22.70
N4									
ANNUAL	\$40,913.60	\$42,161.60	\$43,430.40	\$44,740.80	\$46,092.80	\$47,486.40	\$48,921.60	\$50,419.20	\$51,937.60
MONTHLY	\$3,409.47	\$3,513.47	\$3,619.20	\$3,728.40	\$3,841.07	\$3,957.20	\$4,076.80	\$4,201.60	\$4,328.13
BIWEEKLY	\$1,573.60	\$1,621.60	\$1,670.40	\$1,720.80	\$1,772.80	\$1,826.40	\$1,881.60	\$1,939.20	\$1,997.60
HOURLY	\$19.67	\$20.27	\$20.88	\$21.51	\$22.16	\$22.83	\$23.52	\$24.24	\$24.97
CRNA									
ANNUAL	\$59,716.80	\$62,233.60	\$64,147.20	\$66,414.40	\$73,132.80	\$73,257.60	\$73,361.60	\$73,486.40	\$73,590.40
MONTHLY	\$4,976.40	\$5,186.13	\$5,345.60	\$5,534.53	\$6,094.40	\$6,104.80	\$6,113.47	\$6,123.87	\$6,132.53
BIWEEKLY	\$2,296.80	\$2,393.60	\$2,467.20	\$2,554.40	\$2,812.80	\$2,817.60	\$2,821.60	\$2,826.40	\$2,830.40
HOURLY	\$28.71	\$29.92	\$30.84	\$31.93	\$35.16	\$35.22	\$35.27	\$35.33	\$35.38

## U OF M PROPOSAL

YEAR 2	MINIMUM	1	2	3	4	5	6	7	8
N1									
ANNUAL	\$29,284.16	\$30,614.22	\$31,348.04	\$32,150.66	\$33,113.81	\$34,260.41	\$36,668.27	\$37,914.99	\$39,204.10
MONTHLY	\$2,440.35	\$2,551.18	\$2,612.34	\$2,679.22	\$2,759.48	\$2,855.03	\$3,055.69	\$3,159.58	\$3,267.01
BIWEEKLY	\$1,126.31	\$1,177.47	\$1,205.69	\$1,236.56	\$1,273.61	\$1,317.71	\$1,410.32	\$1,458.27	\$1,507.85
HOURLY	\$14.08	\$14.72	\$15.07	\$15.46	\$15.92	\$16.47	\$17.63	\$18.23	\$18.85
N2									
ANNUAL	\$30,430.76	\$31,806.68	\$32,609.30	\$33,411.92	\$34,443.86	\$35,636.33	\$38,112.98	\$39,408.83	\$40,748.73
MONTHLY	\$2,535.90	\$2,650.56	\$2,717.44	\$2,784.33	\$2,870.32	\$2,969.69	\$3,176.08	\$3,284.07	\$3,395.73
BIWEEKLY	\$1,170.41	\$1,223.33	\$1,254.20	\$1,285.07	\$1,324.76	\$1,370.63	\$1,465.88	\$1,515.72	\$1,567.26
HOURLY	\$14.63	\$15.29	\$15.68	\$16.06	\$16.56	\$17.13	\$18.32	\$18.95	\$19.59
N3									
ANNUAL	\$31,348.04	\$32,792.76	\$33,618.31	\$34,466.80	\$35,498.74	\$36,714.13	\$39,305.45	\$40,641.83	\$42,023.66
MONTHLY	\$2,612.34	\$2,732.73	\$2,801.53	\$2,872.23	\$2,958.23	\$3,059.51	\$3,275.45	\$3,386.82	\$3,501.97
BIWEEKLY	\$1,205.69	\$1,261.26	\$1,293.01	\$1,325.65	\$1,365.34	\$1,412.08	\$1,511.75	\$1,563.15	\$1,616.29
HOURLY	\$15.07	\$15.77	\$16.16	\$16.57	\$17.07	\$17.65	\$18.90	\$19.54	\$20.20
N4									
ANNUAL	\$33,572.45	\$35,659.26	\$36,714.13	\$37,769.00	\$38,915.60	\$40,658.44	\$43,502.00	\$44,981.07	\$46,510.43
MONTHLY	\$2,797.70	\$2,971.61	\$3,059.51	\$3,147.42	\$3,242.97	\$3,388.20	\$3,625.17	\$3,748.42	\$3,875.87
BIWEEKLY	\$1,291.25	\$1,371.51	\$1,412.08	\$1,452.65	\$1,496.75	\$1,563.79	\$1,673.15	\$1,730.04	\$1,788.86
HOURLY	\$16.14	\$17.14	\$17.65	\$18.16	\$18.71	\$19.55	\$20.91	\$21.63	\$22.36
MIDWIVES									
ANNUAL	\$54,440.57	\$56,718.48	\$58,422.00	\$60,496.80	\$63,158.66	\$65,937.64			
MONTHLY	\$4,536.71	\$4,726.54	\$4,868.50	\$5,041.40	\$5,263.22	\$5,494.80			
BIWEEKLY	\$2,093.87	\$2,181.48	\$2,247.00	\$2,326.80	\$2,429.18	\$2,536.06			
HOURLY	\$26.17	\$27.27	\$28.09	\$29.09	\$30.36	\$31.70			
CRNA									
ANNUAL	\$57,002.40	\$59,404.80	\$61,217.52	\$63,379.68	\$70,019.04	\$73,099.88			
MONTHLY	\$4,750.20	\$4,950.40	\$5,101.46	\$5,281.64	\$5,834.92	\$6,091.66			
BIWEEKLY	\$2,192.40	\$2,284.80	\$2,354.52	\$2,437.68	\$2,693.04	\$2,811.53			
HOURLY	\$27.41	\$28.56	\$29.43	\$30.47	\$33.66	\$35.14			

Of course the employer proposes a third year of increases at 5% which would increase the NI minimum wage to \$15.06 per hour and the N2 maximum wage (step 9) to \$21.67 per hour.

The employer offered comparisons to large Southeast Michigan hospitals regarding Clinical Nurse I minimum salaries as follows:

HOSPITAL NAME	STARTING SALARY
BEAUMONT	\$12.37
HARPER	12.50
HENRY FORD	12.88
MOUNT CARMEL	12.77
PONTIAC GENERAL	12.73
PROVIDENCE	13.00
ST. JOHN	13.10
SINAI	12.85
U of M PROPOSAL	13.41
MNA PROPOSAL	14.18

They also offered a comparison of the maximum salary for Clinical Nurse II in several large Southeast Michigan hospitals. Nearly 85% of the nurses at the U of M Medical Center are NI or NII pay level. This report showed the following:

HOSPITAL NAME	MAXIMUM SALARY
BEAUMONT	\$16.33
HARPER	18.05
HENRY FORD	17.34
MOUNT CARMEL	16.06
PONTIAC GENERAL	15.99
PROVIDENCE	18.00
ST. JOHN	17.04
SINAI	16.80
U of M PROPOSAL	18.04
MNA PROPOSAL	19.08

The university also offered the following list showing all Southeastern Michigan hospitals and their starting salaries for a Clinical Nurse I as follows:

HOSPITAL NUMBER	HOSPITAL NAME	STARTING SALARY
1	ARDMORE CENTER	\$12.00
2	BEAUMONT	12.37
3	BI-COUNTY	11.71
4	BON SECOURS	12.51
5	BOTSFORD	12.42
6	CHELSEA	12.10
7	CHILDRENS	11.54
8	CLINICAL MGT SYSTEMS	10.35
9	COTTAGE	12.35
10	CRITTENTON	11.69
11	DETROIT OSTEOPATHIC	12.24
12	DETROIT RECEIVING	12.55
13	DETROIT-MACOMB RIVERVIEW	13.21
14	DOCTORS	10.43
15	GARDEN CITY	12.37
16	GLEN EDEN	10.48
17	GRACE	11.40
18	HARPER	10.99
19	HAVENWYCK	11.56
20	HENRY FORD	12.88
21	HOLY CROSS	11.77
22	HORIZON	10.61
23	HUTZEL	12.00
24	INTERNATIONAL HEALTH	11.00
25	KERN	10.76
26	KINGSWOOD	10.94
27	MACOMB HOSPITAL CENTER	12.96
28	McAULEY	12.72
29	McPHERSON	11.56
30	MERCY MEMORIAL-MONROE	12.63
31	MERCY-PORT HURON	11.46
32	METRO MEDICAL GROUP	11.68
33	MICHIGAN HEALTH CARE CORP	12.82
34	MT CLEMENS HOSPITAL	12.00
35	NEW CENTER	12.00
36	NORTH DETROIT GENERAL	11.78
37	NORTHWEST GENERAL	12.25
38	OAKLAND GENERAL	11.55
39	OAKWOOD	11.85
40	OAKWOOD-DOWNRIVER	12.75
41	PONTIAC OSTEOPATHIC	12.03
42	PORT HURON GENERAL	11.47
43	PROVIDENCE	12.60
44	REDFORD	12.00
45	REHABILITATION INSTITUTE	12.10
46	RIVER DISTRICT	11.42
47	RIVERSIDE OSTEOPATHIC	13.07

HOSPITAL NUMBER	HOSPITAL NAME	STARTING SALARY
48	SALINE	12.95
49	SELECTCARE	11.67
50	SINAI	12.35
51	SOUTHFIELD REHAB	12.75
52	ST JOHN-MACOMB	11.00
53	ST JOHN	13.10
54	ST JOSEPH-PONTIAC	11.90
55	ST MARY LIVONIA	12.72
56	STRAITH	13.82
57	UNITED CARE INC	12.53
58	WESTLAND	12.08
59	WYANDOTTE	12.05
60	COMPREHENSIVE HEALTH	12.17
61	SARATOGA	12.25
62	YALE	10.34
	U of M PROPOSAL	13.41
	MNA PROPOSAL	14.18

The employer noted that only Harper Hospital was paying more than U of M has offered for a Clinical Nurse II and only Straith Hospital pays more for a Clinic Nurse I than U of M has offered. Similarly, the employer offered a comparison of all Southeastern Michigan hospitals' maximum salary level for a Clinical Nurse II as follows:

HOSPITAL NUMBER	HOSPITAL NAME	MAXIMUM SALARY
1	ARDMORE CENTER	\$16.00
2	BEAUMONT	16.33
3	BI-COUNTY	15.25
4	BON SECOURS	16.96
5	BOTSFORD	14.82
6	CHELSEA	16.73
7	CHILDRENS	15.34
8	CLINICAL MGT SYSTEMS	12.58
9	COTTAGE	16.35
10	CRITTENTON	15.12
11	DETROIT OSTEOPATHIC	14.91
12	DETROIT RECEIVING	16.94
13	DETROIT-MACOMB RIVERVIEW	16.45
14	DOCTORS	14.60
15	GARDEN CITY	14.75
16	GLEN EDEN	13.74
17	GRACE	17.10
18	HARPER	13.74
19	HAVENWYCK	14.77



HOSPITAL NUMBER	HOSPITAL NAME	MAXIMUM SALARY
20	HENRY FORD	16.67
21	HOLY CROSS	15.31
22	HORIZON	14.01
23	HUTZEL	17.00
24	INTERNATIONAL HEALTH	13.75
25	KERN	13.73
26	KINGSWOOD	14.32
27	MACOMB HOSPITAL CENTER	16.26
28	McAULEY	16.02
29	McPHERSON	15.00
30	MERCY MEMORIAL-MONROE	14.89
31	MERCY-PORT HURON	14.32
32	METRO MEDICAL GROUP	13.80
33	MICHIGAN HEALTH CARE CORP	15.55
34	MT CLEMENS GENERAL	17.00
35	NEW CENTER	12.15
36	NORTH DETROIT GENERAL	14.42
37	NORTHWEST GENERAL	14.50
38	OAKLAND GENERAL	15.65
39	OAKWOOD	13.55
40	OAKWOOD-DOWNRIVER	17.85
41	PONTIAC OSTEOPATHIC	14.36
42	PORT HURON GENERAL	14.43
43	PROVIDENCE	15.76
44	REDFORD	14.74
45	REHABILITATION INSTITUTE	15.46
46	RIVER DISTRICT	14.30
47	RIVERSIDE OSTEOPATHIC	15.60
48	SALINE	15.66
49	SELECTCARE	16.05
50	SINAI	16.00
51	SOUTHFIELD REHAB	16.35
52	ST JOHN - MACOMB	14.85
53	ST JOHN	17.04
54	ST JOSEPH-PONTIAC	17.86
55	ST MARY LIVONIA	15.10
56	STRAITH	15.10
57	UNITED CARE INC	15.01
58	WESTLAND	14.06
59	WYANDOTTE	15.45
60	COMPREHENSIVE HEALTH	18.25
61	SARATOGA	18.38
62	YALE	11.37
	U of M PROPOSAL	18.04
	MNA PROPOSAL	19.08

The employer again pointed out that its proposal would place the wages of the U of M nurses above all but two hospitals. They also emphasized that the union's salary proposal would set salary levels which are well in excess of any wages paid in any Michigan hospital.

The employer asserted that when the union's overall salary increases in the first year are computed and totalled they really amount to a 15.7% increase and this is to be compared to the university's total offer of 7.2%. The employer also emphasized that the employer had already granted the nurses a 5% wage increase in February 1989 even though it was not required to do so under the former collective bargaining agreement. They stated that this 1989 raise should be taken into account in the granting of a further 1989 increase in compensation. They also noted that they have agreed to add \$150,000 for the education allocation and an improved benefits package which costs an additional 24% of the salary paid. They said that the U of M salary proposals would increase the medical center's MNA budget by 25% while the union's proposals would increase it 28.4%. Further, they noted that their proposal is for a full three years while the union has only proposed a two year contract.

They stated additionally that the MNA has relied heavily on what is being paid to nurses in other states but the university argued that U of M hires 85% of its nurses in Michigan. They stated that they may try to recruit nurses on a national basis but still the vast majority of nurses that are employed come from the local labor market.

#### Financial Data

The employer has not claimed an inability to pay the demands made by the union. However, the fact finder cannot be oblivious of the cost impact on the public of a dramatic increase in the cost per day of patient stay because of the increase in compensation for nurses, technicians, physicians, etc. Even though 80% of the cost of patient care is paid by Blue Cross/Blue Shield and Medicare, we all pay the cost ultimately in increased insurance premiums or taxes. The U of M Medical Center is well endowed and even though it experienced a \$250,000 loss from its operations income of \$5.7 million, it more than made up for that with \$17 million in interest from its reserves and capital funds. The employer must retain large amounts of reserves for the acquisition of new equipment and to build new facilities. There was a direct loss of income of more than \$9 million during the nurses' strike in July.

## GENERAL RECOMMENDATIONS

The University of Michigan Medical Center is unique. There is no other similar teaching/research/trauma-critical care center in the State of Michigan. There are only a few other peer institutions in the nation. Thus the employer's reliance on the nurses' lower pay scales in other state hospitals is not well placed. Similarly the union's reference to more fixed shifts and other working conditions in smaller community hospitals is not relevant to the conditions in a large tertiary care center with such a predominance of critical care beds. Because of the U of M Medical Center's special circumstances its nurses should continue their leadership role in nurse compensation. The university will continue to hire higher skilled nurses and their working conditions will continue to be more demanding and stressful. All of this supports a substantial wage increase.

The nurses desire for better working conditions is understandable. However, even under the best of circumstances the nursing positions in the U of M Medical Center are not going to be 9 to 5 office jobs. Many of the "dissatisfiers" for professional nurses have nothing to do with bargainable working conditions. A report provided by the MNA stated two of the primary nurse frustrations which lead to turnover are as follows:

"Tension between physicians and nurses was also seen as a significant contributor to the nurse shortage. Nurses reported that physicians do not seem to value their contributions, that they place demands on nurses by issuing dictatorial orders, blaming nurses for treatment difficulties,

being unavailable during emergencies and ordering unnecessary or inappropriate treatments or medications for the patient. The tendency for nurse-physician communications to take on a peculiar quality of game playing in order to incorporate the nurses' observations while maintaining the physician's appearance of omnipotence was mentioned by focus group members. The problems between nurses and physicians and head nurses also indicated that nurses lack the appropriate skills to communicate with physicians, and instead of dealing with problems in a calm and controlled manner when they occur, nurses let the problem bottle up inside them and either avoid confrontation or resort to explosive outbursts.

A large portion of the focus group discussions centered on conflicts between nursing and ancillary departments. Nurses expressed a great deal of frustration about not having supplies, medications, meals and transport assistance when they need them. Administrators pointed out that other departments also expressed frustration about nurses not completing the appropriate paperwork, hoarding supplies and medications, and not notifying them about changes in orders. It was noted that staff nurses are always on the firing line, accountable to physicians, patients, and families for services provided by the hospital. However, they are almost helpless in controlling this part of their environment. Consequently, they have a tremendous amount of responsibility for the care provided patients, and yet have very little authority to assure that this care is provided appropriately. The relationship between patient units and ancillary departments is extremely frustrating for nurses and is a major contributor to job dissatisfaction."

However, nurses are in short supply and there will always be a rather high turnover ratio at the U of M hospitals because it is a training center and many nurses will go on to another area after a couple of year's experience in this challenging, high-tech institution. Thus, the employer will have to improve on its strategies for recruitment and retention. A higher than current pay schedule will help. A factory-type seniority system will not encourage young,

low seniority nurses to an off shift - weekend type assignment. Some job rewards should be tied to length of service, like vacation schedule selections and bidding on new jobs, but if all shift assignments and overtime assignments were made on the basis of seniority there would be little to attract or hold new nurses to jobs at U of M.

The key to gaining more day shift work is two-fold. First, more straight day shift jobs should be created and awarded to senior bidders. But a goal of 100% straight day shifts is not realistic. Further, there are numerous straight day jobs in the outpatient clinics. Several hundred senior nurses in this unit may have full time day shift jobs under the next contract. But there will probably always be some nurses who will be required to rotate to different shifts.

The fact finder agrees with the employer's overall theory that the best method of gaining more volunteers to work off shifts and weekends is to entice them to these undesirable assignment by bonuses. The union's proposals of shift premiums and weekend premiums would take from the overall wage increase due to the nurses and such an approach would change nothing. The bonuses proposed by the employer are attractive enough to induce nurses to take these schedules. This will reduce the off shifts and weekends that must be covered by those nurses who do not want to work these schedules.

The union has asserted that there is too much mandatory overtime work for the nurses at the U of M Medical Center. A few units had some nurses with a great deal of overtime. There was some evidence

that the high overtime nurses were those who seek extra hours and who have taken assignments where overtime work is persistent and expected. In most other units nurses have only worked an average of one overtime shift a month. That is not excessive. The fact finder understands that in some units assignments which appear to be voluntary are really coerced because the employer can order overtime work if that is necessary. But a cap on overtime work and a complex contractual assignment procedure are not appropriate in a tertiary care center with many intensive care units. The union's proposed procedure is designed primarily to discourage all overtime work and it is not a practical system for 49 very different units.

Part-time employees do not ordinarily receive overtime pay. While the less than full-time nurse should not constantly have to work more hours than the appointment fraction for which he/she has contracted, they will have to work extra hours when that is necessary. But just as the part-time nurses do not receive most fringe benefits, they should not get overtime pay until they meet the same requirements that are set for full-time nurses. Additionally, the employer's proposal for N III nurse's overtime seems fair and reasonable.

The MNA proposed three rather complicated changes for the next contract. They sought a new wage grid with new steps and percentage increases. They also proposed a new house-wide overtime assignment procedure. Finally, they asked for a new on-call procedure. These matters must be negotiated by the parties. Such things cannot be

interpreted and applied by an outsider not sufficiently acquainted with the needs of the employer or the desires of the nurses. Fact finders cannot legislate in such complex matters and their recommendations will usually tend to an extension of the status quo whenever possible. Such substantial procedural changes must be settled with the give and take of the bargaining table.

The union also has sought several changes in union business matters. They want a new procedure to enforce mandatory dues or service fee deductions. They have also asked for a larger salary for the unit chairperson and more time off for union business for union officers, stewards and members. None of these matters are essential for the welfare of the unit at this time. The union may be entitled to all or part of these demands but these sort of changes are usually gained in good faith bargaining. The fact finder was not convinced that any of these union business demands have to be made now. He believes it better to leave these demands unresolved now to provide an incentive for future negotiations and settlements.

Similarly the employer did not convince the fact finder that the witness pay language needed to be changed at this time. The contract language has been interpreted by an arbitrator and another pending grievance will provide further meaning to this provision. This is a "take away" of an existing benefit. The employer's demand is reasonable and the altered witness fee benefit would be consistent with the industry practice. However, such a change should be bargained and the fact finder cannot recommend a change at this time.

The duration of the contract should be two years. It is not clear how well the new bonuses will work. Hopefully, the work redesign committee will have soon made recommendations about how LPNs and other health care professionals can be better utilized by the employer. The new salary levels and recruitment strategies may have helped recruitment and the new salary levels, benefits, and bonuses may help reduce turnover. But if the salary levels skyrocket in other institutions and the new approaches don't work, there should be a means for timely renegotiations. All salary changes should be retroactive to July 1, 1989 and a lump sum payment should be made as soon as possible. All other new benefits should be only prospective from the execution date of the new contract.

In summary, the nurses deserve to get a substantial general salary increase of 10% in both the first and second year of the new contract. These amounts are consistent with those granted by peer institutions nationally. The 5% raise granted under the predecessor labor agreement simply reduced the amount which would be due under the next contract. The nurses demands are not "extortionate" as claimed by the university. Rather, the nurses are extracting a hard bargain here because their services are in great demand and there is now a shortage of nurses. Their wages are but a reflection of these economic facts. The new, higher salaries of the nurses at the U of M Medical Center may cure or at least soften the effects of some of the negative working conditions described by the union in its presentation to the fact finder.



On the other hand the administration must be able to run operations in a manner they perceive to best serve the mission of the Medical Center. The hospital is not a democratic institution in which the employees may vote on how patients will be treated or what services are to be provided. Additionally, the critically injured or ill patients at the U of M hospitals cannot be properly served by nurses who do not have to remain on call or who do not have to remain on duty - even on an involuntary overtime basis - to keep up staff levels in their unit.

#### SPECIFIC RECOMMENDATIONS

ISSUE I - No change in contract language at this time. Union business changes should be achieved in bargaining.

ISSUE II - Employer's proposal is more reasonable. Twelve hour employees should be rotated in a separate group. The new four week schedule, computer scheduling and bonuses should solve many of the problems described by the union.

ISSUE III - Employer's proposal is more reasonable and less expensive. The employees want less weekend work and more wages generally. It is better to put the inducement money into bonuses and put a wage increase in new salaries and not in complex premiums and hidden compensations.

ISSUE IV - Same conclusion as above. The employer's bonuses should be more effective than shift premiums.

ISSUE V - The union would move too quickly in this area. The employer's proposal for the last two years of its proposed agreement seem the most appropriate here. Thus, it is recommended that 35% of

the hours on the day shift be designated as straight day shifts before June 30, 1990 and 40% be so designated by June 30, 1991.

ISSUE VI - The employer's proposal is more reasonable and its adoption is recommended. Part time nurses should not receive overtime pay for time worked over their appointment hours. The Clinical Nurse III proposal by the employer is reasonable.

ISSUE VII - The union's position is more reasonable. Paid holiday hours should be used in the calculation of overtime.

ISSUE VIII - The current method of unit by unit overtime determination should continue. However, once there has been a unit determination of the overtime assignment procedure, it should remain in effect for the life of the agreement unless a new procedure is negotiated.

ISSUE IX - The fact finder has recognized the need for a multiple unit approach to the assignment issue but once a procedure is adopted it should remain in place until it is renegotiated. Also, there should be no cap on assigned overtime hours worked in a year.

ISSUE X - The union's shift premium proposal should not be adopted. The language here should be unchanged.

ISSUE XI - The charge nurse function is very important but singling out this one responsibility is not a sound manner of increasing nurses' compensation. The nurses deserve a substantial wage increase but "charge nurse" is not a separate classification nor a reasonable basis for such increase.

ISSUE XII - The union's weekend premium proposal is not recommended.

ISSUE XIII - The employer's language for on-call pay is recommended.

ISSUE XIV - The union's language regarding the second opinion for sick pay is recommended.

ISSUE XV - The employer's holiday schedule language is recommended. The union's proposal would further hamper coverage problems in the units.

ISSUES XVI and XVIII - The fact finder recommends that the employer endeavor to schedule employees to work no more than one-half of the paid holidays but he can not recommend that the parties adopt the union's proposed penalty premiums for work on more than half the holidays. That penalty is too great and it would effectively end all volunteering for holiday work.

ISSUE XVIII - The employer's witness pay proposal is not recommended.

ISSUES XIX to XXI - The union's proposals regarding the unit chairman's pay and the release time proposals are not recommended.

ISSUE XXII - A two year contract is recommended.

ISSUE XXIII - Full retroactivity is recommended.

ISSUE XXIV to XXVIII - The fact finder recommends that the current salary schedule remain in effect with the same percentage increases between steps and between classifications. He does not recommend a separate nurse midwife classification be created. He does recommend that a new step be added in the first year of the contract and a second additional step be added in the next year of the contract in accordance with the employer's proposal.

The fact finder recommends a 10% across the board salary increase on 7-1-89 and a similar 10% general increase on 7-1-90. This is substantially larger than the employer's last offer. It is also substantially less than the approximately 16% first year total increase the union's proposals would have brought. The fact finder believes that these recommended rates are reflective of today's national labor market for nurses in peer institutions.

It is hoped that these recommendations provide a basis for the resolution of the parties impasse and the settlement of the issues still unresolved by the nurses and the university.

Dated: December 4, 1989

  
BARRY C. BROWN, FACT FINDER