

3/31/97

AGREEMENT

between

**THE REGENTS OF THE UNIVERSITY
OF MICHIGAN**



and

THE MICHIGAN NURSES ASSOCIATION

and

**THE UNIVERSITY OF MICHIGAN
PROFESSIONAL NURSE COUNCIL**



Michigan University of

**Michigan State University
LABOR AND INDUSTRIAL
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Executed June 3, 1994

Expires May 31, 1997

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1 The Regents of the University of Michigan hereinafter called the "University" or "employer", and the Michigan Nurses Association and its University of Michigan Professional Nurse Council, hereinafter called "Association", enter into the following Agreement, this 3rd day of June, 1994 and agree as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS

SECTION A. DESCRIPTION OF UNIT

2 Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on February 10, 1975 in Case NO. R74 C-89, the University recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for all employees in the following described unit:

3 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.

4 See Appendix B for current classification titles.

SECTION B. DEFINITIONS

5 1. The terms "employee" and "employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in SECTION A.

6 In addition, it shall mean an individual with a temporary permit issued by the Michigan Board of Licensing and employed by the University in a classification set forth

in SECTION A pending Michigan Registration. While in such an employment status, the employee shall always be in a probationary status.

- 7 2. The term "full-time employee" shall mean a regular employee whose normal schedule of work is forty (40) hours per calendar week or eighty (80) hours per two calendar weeks or one hundred twenty (120) hours per three calendar weeks.
- 8 3. The term "part-time employee" shall mean a regular employee whose normal schedule of work is less than forty (40) hours per calendar week or less than eighty (80) hours per two calendar weeks or less than one hundred twenty (120) hours per three calendar weeks.
- 9 4. The term "regular employee" shall mean an individual whose employment is reasonably expected to continue indefinitely and who is not employed in a temporary or student status.
- 10 5. "Temporary status" is employment which is (1) irregular, sporadic, or casual, or (2) limited in duration and established for (a) a specific project, (b) relief for regular employee absences, or (c) augmenting regular employees occasioned by resignations, dismissals, short term staffing requirements, or other conditions that may create a short term staffing need.
- 11 6. "Student status" is employment which is required by or results from, the pursuit of any educational program for which services related to that educational program are rendered.
- 12 7. "Registered" shall mean licensed to practice nursing in the State of Michigan.
- 12A 8. "Role Specific Activity" shall mean performance expectations consistent with the individual employee's job.

SECTION C. OTHER DEFINITIONS

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

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

ARTICLE II

MANAGEMENT RIGHTS

15 All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. Such rights and functions include, but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

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

ARTICLE III

PROFESSIONAL NURSING

- 17 The University has the authority, responsibility, and obligation to make available high quality nursing care for patients and to provide and maintain a suitable environment for the practice of nursing by the employees covered by this Agreement. The University provides employees time and support services to complete their performance expectations. When, following discussion with the employee, the supervisor agrees that sufficient time or support services have not been provided to meet an expectation, that expectation will be changed or deleted. An employee who believes that he/she is being held accountable for meeting an expectation without being provided sufficient time or support services may appeal to the Nursing Director.
- 17A Nurses employed in areas not reporting directly to Nursing will be assigned to a nursing director most closely associated with the department or clinical area the nurse works in for the purpose of responding to concerns related to nursing practice or implementation of the Agreement.
- 18 The University recognizes employees covered by this Agreement are licensed Registered Nurses who are authorized to practice nursing by the State of Michigan and who have the responsibility and obligation to provide high quality nursing care for patients within the resources and environment provided by the employer.
- 19 Employees and the University share the responsibility for providing nursing care which is consistent with the needs and goals of the patient using the facilities provided by the University.

A. Clinical Authority

20 The University recognizes that employees are members of the Nursing profession and, as such, are employed to assume the responsibilities for assessment, planning, implementing, and evaluating nursing care, including patient education and discharge planning. However, in this regard, these functions are practiced with the patients for whom employees are given responsibility within the resources and environment provided by the University.

20A It is the nursing profession that determines the scope of nursing practice, and it is the registered nurse who is responsible and accountable for the provision of nursing care. For any given patient assignment the registered nurse supervises and determines the appropriate utilization of any unlicensed assistant involved in the provision of direct patient care.

21 We recognize the principle that clinical nursing skills are most effectively evaluated by a Registered Nurse. Therefore, wherever practicable, as determined by the University, an employee's clinical nursing skills will be evaluated by a Registered Nurse. An employee who receives a written clinical evaluation by a non-nurse, may file a written request for a review of the evaluation, provided the written request is filed within 15 calendar days of receipt of the written evaluation. In the event that the employee files for such a review, the review will be conducted by a Registered Nurse.

22 Employees are responsible for coordinating the work and teaching, and contributing to the evaluation of clinical nursing skills of designated nursing personnel. In addition, coordination of services is an integral part of nursing care and employees have the responsibility to facilitate and collaborate in providing this care.

22A The University and the Association agree that it is appropriate to evaluate the work processes of registered nurses and to design the work in a manner that is both efficient and provides quality care.

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

To this end, utilizing the principles of interest based problem solving, concerns regarding the utilization of assistive personnel may be addressed as a first step at the unit level. The issue will be addressed at the next appropriate workload review committee meeting and all interested unit staff will be invited to participate in the discussion. If consensus is not reached by the workload review committee members, the Director of Nursing and the Association leadership will be invited to attend a special call workload review meeting. In this event, the Association leadership will participate in discussions with the Director of Nursing prior to a decision being made and communicated.

B. Maintaining and Upgrading Nursing Practice

23

It is the responsibility and obligation of each employee to maintain and upgrade his/her knowledge and skill affecting the quality of patient care. In this regard, it is the responsibility and obligation of the University, within available resources, to assist employees by establishing programs and/or providing resources for orientation and staff development. Employees are also encouraged to contribute to upgrading nursing practice by proposing nursing research opportunities and developing, conducting and participating in those opportunities which are made available. Nothing herein should be construed to prevent assignment of these duties. It is understood that programs or education required by the institution will occur on paid time.

24

The University supports nursing research. This support may take the form of time, money, support services and nurse consultation, all within available resources. The University also provides educational opportunities for development of research skills, including

program management and budgeting, within available resources.

C. Policies and Procedures

- 25 Policies and procedures affecting nursing care will, whenever possible, be developed with input from employees in the classification of personnel involved in, or affected by, such policies and procedures. The parties agree that high quality patient care can best be accomplished through a joint effort between employees and management. The parties further agree that active participation by employees in regard to program planning, program development, and the impact of budget changes on patient care will promote such high quality care. To this end, committees which address Professional Nursing will include employees from appropriate classifications, as determined by the University. The University will seek recommendations from the Association for committee members. These employees will suffer no loss of pay as a result of such participation.

D. Professional Activities

- 26 High quality patient care requires the combined, coordinated and interdisciplinary efforts and services of a variety of personnel and the specific identification and assignment of tasks required for proper patient care to certain categories of personnel, to the exclusion of other categories is not practical nor in the best interest of quality patient care. It is understood, therefore, that employees covered by this Agreement have a primary responsibility of providing nursing care which does not require them to function as a clerk, messenger, transporter, custodian, maintenance employee or dietetics worker for substantial periods of time except in rare and unusual circumstances.
- 27 Questions arising under Paragraphs 21, 25 and the question of whether an individual employee is being required to function as a clerk, messenger, transporter, custodian, maintenance employee or dietetics worker for substantial periods of time except in rare and unusual circumstances may be proper subject of

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

ARTICLE IV

PERFORMANCE PLANNING AND EVALUATION

- 28 A performance evaluation program will be continued at the option of the University. If continued, the performance evaluation program will incorporate the following factors:
- 29 1. The principle of informing employees about their performance through supervisory evaluation and/or other methods as determined by the supervisor.
- 30 2. A yearly performance plan will be prepared. At the option of the supervisor, the plan will be prepared either by the employee and a supervisor or by all employees within each classification in the unit and a supervisor. The manager and employees will jointly identify professional activities, goals and the means to achieve them.
- 31 3. Each employee will be provided with the appropriate performance plan prior to the evaluation period and be made aware of the evaluation process and their part in the process.
- 32 4. Performance evaluations will be made by measurements only within each classification and only within each unit, based upon performance standards established for each unit. Examples of employee strengths and weaknesses as well as a plan for performance improvement will be included in each written evaluation.
- 33 The Association will be provided with the evaluation tool for each unit, for each classification and the performance standards established for each unit.

34 The Association will also receive any revisions to the evaluation tool or the standards.

ARTICLE V

NO-INTERFERENCE AND NO-LOCK OUT GUARANTEE

SECTION A. NO-INTERFERENCE

35 The Association and its officials, its employees, its members, its affiliates, or members of the bargaining unit will not cause, support, encourage or condone, nor shall any employee or employees concertedly take part in, any action against or any interference with the operations of the University during the term of this Agreement.

36 In the event of any such action or interference and on notice from the University, the Association, without any delay, shall take whatever affirmative steps are necessary in an attempt or attempts to prevent and bring about the termination of such action or interference. Such affirmative steps shall include the immediate disavowal and refusal to recognize any such action of interference and the Association immediately shall instruct any and all individuals to cease their action and inform employees that their action is a violation of the Agreement subjecting them to disciplinary action, including suspension of all benefits under this Agreement and discharge.

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

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

39 You are advised that the action against and interference with the operations of the University of Michigan which took place (date) is unauthorized by the Association and in violation of the collective bargaining agreement and subjects you to disciplinary action, including suspension of

all benefits under the collective bargaining agreement and discharge. You are required to cease this action and interference immediately."

40 An authorized official of the Association shall sign the notice.

41 In the event that any employee or employees shall refuse to cease such action or interference, the University agrees that it will not file or prosecute any action for damages arising out of such action or interference against the Association, its officials or representatives, if the Association, its officials and representatives perform their obligations as set forth in this Article.

42 Nothing herein shall preclude the University from seeking legal or other redress of any individual or from taking disciplinary action, including suspension of all benefits under this Agreement and discharge against any employees taking part in the action of interference. Any such disciplinary action taken shall not be reviewable through the Dispute Resolution and Arbitration Procedures, except for the fact question of whether the employee took part in any such action or interference.

SECTION B. NO-LOCK OUT GUARANTEE

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

ARTICLE VI

NON-DISCRIMINATION

SECTION A.

44 The University and the Association agree that there shall be no discrimination in the application of the provisions of this Agreement based on the non-relevant factors of race, creed, color, national origin, sex, sexual orientation, marital status, or age, except where sex or age is a bona fide occupational qualification. In addition, there shall be no discrimination in the application of the provisions of this Agreement based on non-relevant mental or physical handicaps. Further,

employees shall not be subject to sexual harassment.

SECTION B.

45 Neither the University nor the Association, shall discriminate against, intimidate, restrain, coerce or interfere with, any employee because of, or with respect to, lawful labor organization activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any employee in the application of the terms of this Agreement because of membership or non-membership in the Association.

46 Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

ARTICLE VII

ASSOCIATION DUES AND REPRESENTATION

SERVICE FEES

SECTION A.

47 During the life of this Agreement and to the extent the laws of the State of Michigan permit:

48 Every employee, beginning with the month following thirty (30) calendar days employment in the bargaining unit, and every month thereafter, shall tender to the Association, as a condition of continued employment, either uniformly required Association dues, or in the alternative, a uniformly required representation service fee.

SECTION B.

49 No employee shall be terminated under Section A. of this Article unless:

50 1. The Association first has notified the employee by letter, explaining that he/she is delinquent in not tendering either the uniformly required Association dues or a uniformly required representation service

fee, and specifying the current amount of such delinquency and warning him/her that unless dues or service fee are tendered within thirty (30) calendar days he/she will be reported to the University for termination as provided in this Article, and

- 51 2. The Association has furnished the University with written proof that the procedure of Section B. 1. of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Association must specify further, when requesting the University to terminate the employee, the following by written notice:

52 "The Association certifies that _____ has failed to tender either uniformly required Association dues or service fee required as a condition of continued employment under the collective bargaining Agreement and that under the terms of the Agreement, the University shall terminate the employee".

SECTION C.

- 53 If the amount of the representation-service fee is formally challenged by an employee, the Association shall have the sole burden of establishing the legal validity of the fee. The University shall not be obligated to terminate such employee's employment until the formal challenge has been resolved.

- 54 However, any employee who has an objection on file prior to April 15, 1981, shall be exempt from paying dues/service fees for the duration of their employment at the University.

- 55 At the request of the Association, and as an alternative to termination, an employee hired after January 29, 1990, whom the Association duly certifies as delinquent in the payment of dues or the required representation fees according to the procedure set forth in Paragraphs 50-52, will have the required membership dues or service fees deducted from his/her wages by the University. The University will remit such dues or fees to the Association

in accordance with the procedure outlined in Article VIII of this Agreement.

SECTION D.

- 56 The Association shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

ARTICLE VIII

CHECK OFF OF ASSOCIATION DUES
OR
REPRESENTATION - SERVICE FEE

- 57 During the term of this Agreement, and to the extent the laws of the State of Michigan permit, and as provided in this Article, the University will deduct current Association dues or the representation service fee from the pay, if any, of each employee who voluntarily executes and delivers to the University the following deduction authorization form:

(Insert copy of form

58 The following certification form shall be used by the Association when certifying membership dues and the representation-service fee.

CERTIFICATION OF FINANCIAL OFFICER
OF ASSOCIATION

59 I certify that the membership dues for the Michigan Nurses Association is \$_____ per month and that the representation-service fee is \$_____ per month.

Date_____ Signature_____ financial officer

Date Delivered to the University_____

60 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues or Service Fees" form and (2) the amount of the monthly membership dues and the representation-service fee certified by the financial officer of the Association has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service fee also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

61 The authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery to the University or until the termination of the collective agreement between the University and the Association which is in force at the time of delivery of this authorization, whichever occurs sooner. This authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the University and the Association, whichever shall be shorter,

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

62 All sums deducted by the University shall be remitted to the financial officer of the Association at the address given to the University by the Association, by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.

63 The University shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Association shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any notice, certification or authorization furnished under this Article.

64 The Association specifically agrees to make whatever adjustments are necessary directly with any employee who may, as a result of this deduction procedure, pay more or less than the Association's annual membership dues or representation-service fee.

ARTICLE IX

ASSOCIATION ORIENTATION

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

66 1. A Voluntary Authorization for Deduction of Association Dues or Service Fee form.

- 67 2. An Association Application for Membership form.
- 68 3. A cover letter of instructions.
- 69 4. Information prepared by the Association regarding the Association.

70 Twice per month, the University and the Association will hold a contract and Association orientation for new employees and transfers into the bargaining unit. A representative from the Medical Campus Human Resources Department will be present for and participate in the contract orientation portion of this orientation.

71 The University will provide the Association with: (1) a list of orientees and their assigned units; (2) notification of transfers into the bargaining unit and their assigned units; and (3) the assigned time will be a part of the published schedule for orientation of employees.

ARTICLE X

BULLETIN BOARDS

72 The University will provide the Association with space of not less than thirty (30) locked bulletin boards, in mutually agreeable locations. The Association will be furnished with a list of locations and one key for each locked board. Prior to the placement of a new bulletin board or a change in location of an existing bulletin board, the University will discuss the matter with the Association in an effort to find a mutually agreeable location. These bulletin boards will be for the exclusive use of the Association. The size of these boards shall be sufficient to post four (4) 8-1/2 inches by 11 inches Association notices. Such notices must be signed by the Association Chairperson or designate.

73 The notices may be posted by the Association Representative in the Association Representative's district and, although not limited to the following notices, they shall be of that type:

- 74 1. Association meetings;
75 2. Association elections and appointments;
76 3. Results of Association elections;
77. 4. Educational, recreational and social
programs of the Association.

78 In the event that a dispute arises concerning the appropriateness of material posted, the Chairperson of the Association or designate will be advised as soon as practicable by the Medical Campus Human Resources Department of the nature of the dispute. In the event the Chairperson or designate is not readily available, the notice may be removed from the bulletin board until the dispute is resolved. In the event the Chairperson or designate is readily available, the Chairperson or the designate may then make mutually acceptable arrangements to resolve the dispute. Failing mutually acceptable arrangements, the University may remove the notice from the bulletin boards. Whenever notices are removed from the bulletin boards, the removed notices will be made available to the Chairperson of the Association or designate within (2) hours of removal.

ARTICLE XI

CLASSIFICATION AND WAGES

SECTION A. WAGE SCHEDULE

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

SECTION B. CLASSIFICATION DESCRIPTIONS

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

81 Each employee will be provided with a copy of their classification description. It is not intended that a description sets forth each and every duty and responsibility of an employee assigned to a classification. All classification descriptions will be accessible at all times on all units to employees covered by this Agreement. Upon request of an employee,

one (1) copy of each classification description will be provided.

82 Subject to staffing and budgetary considerations as determined by the University, the University will provide the opportunity for an employee's movement into other classifications. The employee's movement into other classifications will also be dependent on the employee's qualifications and effort in accordance with the procedures and requirements as established by the University. These procedures and requirements will be consistent throughout the University, in accordance with the Clinical Ladder Task Force report.

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

SECTION C. SALARY STATUS

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

ARTICLE XII

COMPONENTS OF EARNINGS & PAYCHECK CORRECTIONS

A. COMPONENTS

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

1. Straight Time Hours Worked
2. Straight Time Pay
3. Overtime Hours Worked
4. Overtime Pay
5. Shift Premium Hours Worked
6. Shift Premium Pay
7. On-Call Hours
8. On-Call Pay
9. Holiday Hours
10. Holiday Pay
11. Sick Hours Used
12. Vacation Hours Used
13. Identified Pay Adjustments

B. CORRECTIONS

- 85 1. Each employee's supervisor or designate will provide, at the request of the employee, the procedure to be utilized to resolve any error in the employee's paycheck.
- 86 2. If there is a pay shortage in an employee's check, the correct payment shall be made by the University in the following manner:
3. For a pay correction of eight or more hours the employee's options are: To receive the pay correction via an imprest check or at the next weekly check distribution ("A" payroll) or on the next regular pay date.
 4. For a pay correction of less than eight hours, the employee's options are: To receive the pay correction via a payroll voucher or at the next weekly check distribution ("A" payroll) or on the next regular pay date.

C. SICK TIME AND VACATION TIME RECORDS

- 87 Where applicable, employees will receive their sick time and vacation time accrual records each month. An employee may request from their supervisor or other designated University representative, their vacation and sick time accrual rate, usage during the month, balance and maximum accrual.

ARTICLE XIII

STAFFING AND SCHEDULING

SECTION A. GENERAL PROVISIONS

- 88 The parties agree that a process to determine staffing levels to provide nursing care for the projected nursing work load in the patient care units is necessary. Further, the University, in those areas where a patient classification system determined by the University to be valid and reliable is available, will utilize this system as one of the management tools to assist in determining staffing needs based on measured work load. In those areas which do not currently utilize such a classification system, the University will continue to improve internal means to determine staffing, including evaluating classification systems when such systems may be useful. The actual staffing levels or the inclusion of other management tools are not subject to the Arbitration Procedure. The budgeted staffing will include an allowance for paid time off. The Directors of Nursing will seek input from the Association Chairperson or designate during the system evaluation and selection process.
- 89 Whenever an employee's workload concerns have not been satisfactorily addressed, they may be referred to the unit workload review committee referenced in Article XIV, "Workload Review".
- 90 The parties further agree that scheduling employees to cover a twenty-four (24) hour/seven (7) day a week hospital operation is complex and thus requires the cooperation of all employees and supervisors in approaching this task.
- 91 In connection with this, the University shall:
- 92 1. Endeavor to schedule employees in pay grades N-1 and N-2 in the same rotating shift assignment in the same unit for approximately the same number of non-day shifts, prorated for appointment fraction, with a variance of no more than three (3) non-day shifts worked between any two employees in pay grades N-1 and N-2 in the

same unit and rotating shift assignment over a period of one (1) four (4) week schedule, excluding those employees who express a preference for more frequent non-day shifts. Employees in pay grades N-3 and N-4 working on the same unit and in the same shift rotation will work no more off-shifts than the highest number worked by an employee in pay grades N-1 and N-2, prorated for appointment fraction.

- 93 2. Not schedule employees to work more than seven (7) consecutive calendar days except in an emergency or at the employee's request. If an employee is scheduled to work in an emergency, the employee will be paid a premium of two dollars (\$2.00) per hour for all consecutive calendar days worked in excess of seven (7) calendar days. This premium shall not apply to employees requesting to work more than seven (7) consecutive calendar days.
- 94 3. Consider the night shift to be the first shift of the day no matter how much time into the previous calendar day the shift begins.
- 95 4. In this connection the University will provide the Association with a copy of Staffing and Scheduling guidelines developed for each Director of Nursing's area at University of Michigan Hospitals. Those areas where guidelines do not presently exist will endeavor to develop and implement them six (6) months from the date of the execution of this Agreement, but not later than one (1) year from this date. Some or all employees in the area will be provided opportunity to comment on the Guidelines before implementation. Changes in the Guidelines will also be provided to the Association.

- 96 There will be a rest period which may be taken at a time and place and in a manner which does not interfere with patient care. The rest period will be with pay and will not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by a work period. Consequently, it may not be used to

cover a staff member's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

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

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

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

100 2. Endeavor to schedule employees to work no more than two (2) out of four (4) weekends for employees who are scheduled in four (4) week blocks, unless individual employees express a preference for weekend work schedules. An employee who receives sickness or injury income for one or more weekend shifts will not be required to work on a weekend previously scheduled off to make up for the time lost due to sickness or injury. Further, an employee will not be required to work on a weekend at the beginning, end or in the middle of a continuous period of vacation contiguous with the weekends. If an employee is scheduled to work in excess of the principle

regarding weekend work, that employee will receive a premium of two dollars (\$2.00) per hour beginning with the first hour of the third weekend out of four (4) if on a four (4) week schedule that the employee is scheduled to work. This premium applies only to those employees scheduled to and working more than two (2) out of four (4) weekends and does not apply to employees who express a preference for more frequent weekend work schedules. Effective with the execution of this Agreement, an employee who volunteers or who is assigned and works a 5th and/or 6th weekend shift within the eight (8) weekend shifts in a four (4) week scheduling system, will be paid an hourly bonus of three dollars (\$3.00) for all hours worked on the 5th and/or 6th weekend shift. An employee who is assigned and works a 7th and/or 8th weekend shift in the same four (4) week scheduling block will be paid an hourly bonus of five dollars (\$5.00) for all hours worked on the weekend shifts starting with the 5th weekend shift. After granting two (2) out of four (4) weekends off, if additional weekends off are available, they shall be distributed as equitably as practicable. If the weekend hours worked to qualify for the above bonuses are paid at the overtime rate the weekend bonuses will be paid at the overtime rate.

100A Employees with a thirty six (36) hour weekly appointment fraction, working twelve hour shifts, where two of these shifts occur on the weekend, will accrue sick and vacation hours equivalent to a full time (40 hour) appointment for each quarter worked in this manner.

101 For purposes of this Article, the definition of a weekend, shall be the forty-eight (48) hour period between 11:00 p.m. Friday and 11:00 p.m. Sunday. A weekend worked or a weekend shift worked to qualify for the bonus is defined as working at least one shift of at least four hours during this time frame or not receiving forty-eight (48) consecutive hours off.

102 3. Endeavor to schedule employees to work hours consistent with their appointment hours as provided in Article XV, Overtime.

104 Employees shall be notified of their work schedule at least two (2) weeks in advance. However, it is understood that changes may be made after discussion of the proposed change allowing for the employee's input for consideration prior to implementation of the change.

105 Units which intend to schedule employees in such a manner as to avail themselves of the Provision of Section B. of Article XV, (Overtime) will do so only with the concurrence of enough employees so as to make such scheduling feasible.

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

SECTION B. SHIFT ASSIGNMENTS FOR CLINICAL NURSE I'S AND II'S:

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

1. Straight Night Shift

Definition:

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

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

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

111 In addition to the hourly shift premium and the quarterly bonus, a bonus of \$2,000.00 will be paid to a full-time employee who works four consecutive quarters on the night shift, except as provided in Paragraph 119.

2. Straight Evening Shift

Definition:

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

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

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

115 In addition to the hourly shift premium and the quarterly bonus, a bonus of \$1500.00 will be paid to a full-time employee who works four consecutive quarters on the evening shift, except as provided in Paragraph 119.

3. Bonus Eligibility

116 The above bonuses shall be pro-rated for part-time employees. The quarterly bonus periods shall begin on July 1, October 1, January 1, and April 1, as the case may be.

117 An employee who is assigned to a rotating schedule of exclusively evening and night shifts shall be eligible for quarterly and annual bonuses, pro-rated according to appointment fraction and proportionate evening and night shift work.

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

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

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

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

4. Initial Assignment to Straight Shifts

122 Employees working a straight shift schedule on the ratification date of this Agreement shall have the first option of remaining on that schedule. Thereafter, employees in seniority order (most to least) shall be given the opportunity to work identified straight shift schedules. The supervisor on each unit will determine how many Clinical Nurse I's and Clinical Nurse II's are necessary on each shift. Such assignments will be effective following orientation to the unit.

5. Initial Assignment to Rotating shifts

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

6. Straight Day Shifts

- 124 No less than 40% of the hours on the day shift on each unit shall be designated as straight day shifts. (See Appendix E for calculation of straight day shifts). Assignment to these shifts will be offered in seniority order, most to least. In any event, at least one person will be assigned to a straight day shift schedule on each unit. The supervisor on each unit will post the number of day shift hours needed and will determine how many Clinical Nurse I's and Clinical Nurse II's are necessary on each shift.
- 125 Employees in the N-3 pay grade may request and be assigned straight shift positions. These straight shifts shall be in addition to hours calculated in Paragraph 124. Such employees will be eligible for any straight shift bonuses as described in Section B. 1, 2 and 3 of this Article.

7. Changes in Shift Preference

- 126 Changes in shift preference will be made according to the following procedures:
- 127 An employee desiring to change their shift schedule, must give the supervisor written notice of their preference as soon as possible. Such requests are due no later than one week prior to the unit's deadline for making schedule requests.
- 128 Employees wishing to change from a rotating shift schedule to a straight shift schedule will be assigned unless all straight shift schedules are filled. Where more requests are made than can be accommodated, assignment shall be on the basis of seniority, most to least.
- 129 Any employee wishing to change from a straight shift schedule, will be assigned to their shift preference as regular job openings occur, in accordance with seniority, most to least, or be assigned to a rotating shift schedule, if available.

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

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

8. Shift Request and Assignment Record

132 When employees request and are assigned to a shift schedule through this procedure, a Shift Request and Assignment Record, which includes shift start and end times, will be signed by the employee and the supervisor. One copy of this record will be kept in the unit file and one copy will be given to the employee. The record will remain on file until revoked by the employee. Any changes in the Shift Request and Assignment record will be mutually agreed upon.

SECTION C. NON-DIRECT PATIENT CARE ACTIVITIES

132A It is understood that staff nurses will be involved in both direct and non-direct patient care activities. To this end, time for non-direct patient care activities will be allocated as unit workload allows.

132A1 When implementing new initiatives involving non-direct patient care activities, planning will include compensated time necessary to carry out the initiatives.

132A2 Recognized unit and department committees will meet on a regular basis. It is not an expectation that employees participate on committees without pay. To that end, a variety of measures will be utilized on each unit to insure participation with pay.

SECTION D. N-3 ROLE SPECIFIC ACTIVITY

132B Employees in the N-3 pay grade will make arrangements for role specific activities with their manager. The allocation of time will be

mutually agreed to and based upon each individual's performance plan.

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

132D It is understood that the needs of the unit may necessitate re-scheduling an employee in the N-3 pay grade to perform direct patient care on a day that was originally set aside for the performance of role specific activities. In this event, alternative time will be scheduled. In addition, if there are specific days for which the employee cannot be available for staffing, these days shall be negotiated with the manager.

ARTICLE XIV

WORKLOAD REVIEW

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

134 In this connection, and at the discretion of the Association, unit workload review committees will be established on each unit. The supervisor will serve on the committee and equal numbers of unit employees shall be selected by the University and the Association such that there will be at least four, but no more than six employees on the committee. Half of the membership (those selected by the Association and the University) will rotate off the committee annually. Members will serve for two years. To this end new members shall be identified by December 30, each year with appointments beginning on February 1. Each committee will meet monthly, or more often at their discretion, to address workload concerns and formulate plans of action. A special conference will be held to determine "unit" in Ambulatory Care. Each committee shall elect a chairperson other than the nurse manager.

135 Whenever a workload concern is identified, the committee will review a number of possible

actions, including, but not limited to, temporary modification of task expectations, obtaining additional personnel, resources and modification of the workload. In any given situation, the actions most appropriate to implement will depend on a number of factors. These include, but are not limited to, the experience and skill level of the staff, the extent and expected duration of the problem, the nature of the work to be done, the availability of personnel, resources and time saving equipment. An analysis of available objective data, such as patient acuity and workload index data, will be included in the review.

136 Actions agreed upon which are under the control of the supervisor will be implemented by the supervisor. When the committee has recommended actions or resources external to the unit which cannot be implemented by the supervisor, the supervisor will discuss the recommendations with the Director of Nursing (or designate). This meeting will occur within three working days following identification of the need. If the Director of Nursing agrees with the proposed solutions, implementation will begin within seven calendar days. If the Director of Nursing does not agree with the proposed solutions, she/he will meet with the workload review committee within three working days to discuss the issues to arrive at a mutually agreed solution. If the Director of Nursing and the unit workload review committee are unable to reach agreement, the Director of Nursing will determine the actions to be taken and begin implementation of these actions within one week. When the Director of Nursing and the unit workload review committee agree that temporary reduction in the workload through managing the census is appropriate, the Director of Nursing will have the authority to implement this.

137 The Association will be informed of the times and locations of unit workload review committee meetings and may have a representative attend when available.

138 In conjunction with this procedure, members of unit workload review committees and the Association will be provided with education and information related to staffing and scheduling

procedures, methodologies, considerations and tools, including available objective data. This information may include, but is not limited to, fiscal considerations; tools, including patient classification system data and ANSOS data; other factors which may influence staffing and scheduling; the responsibilities of workload review committees; and the committee process. The nurse manager will provide and discuss data regarding acuity, workload and the relationship to the monthly budget with the workload review committee.

138A Meetings of all committees under this Article shall be exclusive of the Dispute Resolution Procedure and no dispute shall be considered at the meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings. The role of staff nurses on committees shall be to provide professional judgement to matters within their expertise. Discussions will include those topics related to the charge of the committee except for mandatory subjects of bargaining which shall be reserved for the bargaining process.

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

ARTICLE XV

OVERTIME

SECTION A. DEFINITIONS

140 For the purposes of the Article and the computation of overtime premium, the following definitions shall apply:

141 1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.

- 142 2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.

SECTION B. OVERTIME PREMIUM

143 An employee assigned to a classification in Pay grade N-1, N-2 or N-3, will be paid an overtime premium of one-half the employee's rate of pay per hour and shift premium, if applicable, dependent upon the work schedule to which assigned, for the time paid as follows:

Either

- 144 1. In excess of eighty (80) hours in a two (2) calendar week work schedule or in excess of eight (8) hours in a day; or
- 145 2. In excess of forty (40) hours in a one (1) calendar week work schedule or in excess of an employee's regular daily schedule of work of not less than eight (8) hours in a day; or
- 146 3. In excess of one hundred twenty (120) hours in a three (3) calendar week work schedule or in excess of twelve (12) hours in a day. As of April 12, 1992, this paragraph applies only to pay grades N-3 and above.

147 An employee who requests a schedule where the start time of a particular day is up to four hours earlier than the start time of the previous day will not be compensated at the overtime rate for the earlier hours, provided that there are eleven (11) hours between the end of one shift and the beginning of the next.

148 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 XXIX, (Sickness or Injury Income), Article XXX, (Supplemental Disability Income/Extended Sick), Article XXXVIII, (Vacations), Article XXXV, (Funeral Leave Pay (Bereavement)), Article XXXII (Holidays), and (3) time off work pursuant to Article XXXVI, (Jury and Witness Service) will be counted.

149 In addition, excused paid time during an assigned schedule of work pursuant to Article XLIII, (Committees), Article XLVI, (Dispute Resolution Procedure and Mediation Procedure), Article XLVII (Arbitration Procedure), Article XLVIII, (Conferences), Article XLIX, (Professional Activities and Education), Article L, (Release Time for Association Business) will be counted in calculating hours to determine when the overtime premium is payable.

150 Employees in pay grades N-4, N-5 and N-6 are not entitled to the overtime premium, but will receive compensation in addition to their monthly salary at each employee's rate of pay per hour and shift premium, if applicable, for paid time in excess of the hours set forth above and calculated as provided above.

SECTION C. PYRAMIDING

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

SECTION D. SCHEDULING

152 The parties agree that overtime assignments should be filled by volunteers. 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, an employee will work unless the employee is excused. The University will endeavor to give employees forty-eight (48) hours advance notice of overtime assignments. Except for extraordinary circumstances an employee shall not work in excess of sixteen hours in a 24 hour period. 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 XLVIII or, may be referred to the unit workload review committee referenced in Article XIV, "Workload Review".

153 Effective no later than March 1, 1992, there will be a system to fill anticipated and unanticipated needs through the use of overtime,

above appointment hours and the use of temporary employees including Central Staffing Resource.

154 Definitions

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

Unanticipated:

1. Those hours needing to be filled that are known forty-eight (48) hours or less in advance;
2. Those anticipated needs that have not been met forty-eight (48) hours prior to the need;
3. All hours worked as a result of on-call.

154A A bonus of five dollars (\$5.00) per hour will be paid to full and part-time employees who work overtime or above appointment hours to fill unanticipated needs. This bonus shall be paid in the following manner:

- 1) In calculating hours to determine when the \$5.00 bonus is payable, the bonus shall be paid in the same manner as Paragraphs 148 and 149 of this article.
- 2) The \$5.00 bonus applies only when the employee works one (1) or more hours, per occurrence, not cumulative. In the event that an employee works one (1) or more hours, the \$5.00 bonus will be paid on the entire period, including the first hour of overtime/above appointment hours.
- 3) All hours worked pursuant to being on-call shall be paid the \$5.00 bonus; the one hour trigger does not apply.
- 4) The \$5.00 bonus shall be paid from the execution of this Agreement. However, the system outlined below will go into effect March 1, 1992.

154B Effective as soon as practicable, but no later than two months after ratification of the

agreement, the following scheduling system will be implemented.

- 154C Sequence for Development of unit schedule:
1. Unit employees scheduled to meet appointment fraction.
 2. Schedule dual unit employees.
 3. Honor standing requests from part-time employees requesting to work over appointment.
 4. Regular float employee, as available, to consistently replace an employee on anticipated absence.
 5. Regular available float employee.
 6. Unit part-time employees requesting additional non-overtime hours for the current schedule.
 7. Unit based temporary employees.
- 154D Sequence for filling anticipated open shifts:
1. Assign temporary float employees.
 2. Grant overtime to regular unit employees requesting it.
 3. Grant overtime to regular employees seeking overtime through the central staffing resource.
- 154E Sequence for filling unanticipated open shifts:
1. Employees needing to meet appointment fraction.
 2. Regular float employees.
 3. Temporary float employees and/or unit based temporary employees.
 4. Regular employees requesting overtime or over appointment hours.

154G The system outlined in Paragraphs 153 through 154E above will also apply to areas which do not report to nursing and where bargaining unit members are employed, unless the University and the Association mutually agree that a different system will apply. In this event, the parties shall meet to agree on the applicable system.

154H When seeking volunteers, available hours will be distributed equitably among all employees on the unit who express an interest in overtime/above appointment hours. When a decision must be made between two or more employees who have equal amounts of recorded overtime/above appointment hours already worked, the decision shall be based on seniority, highest to lowest.

154I Where there are no volunteers and unit employees must be assigned, the hours will be assigned equitably among all the employees on the unit. When a decision must be made between two or more employees who have equal amounts of recorded overtime/above appointment hours already worked, the decision shall be based on seniority, lowest to highest.

154J When hours are distributed or assigned, and due to needs of the unit, the hours no longer need to be filled, the hours will be canceled according to the following sequence:

1. Seek volunteers for cancellation in the following order:
 - Regular employees working unanticipated overtime.
 - Regular employees working anticipated overtime.
 - Unit based part-time working over appointment.
2. If there are not volunteers, employees will be assigned off in the following order:
 - Temporary float employees unanticipated.
 - Temporary float anticipated.

- Regular employees on unanticipated overtime.
- Regular employees on anticipated overtime.
- Unit based temporary employees.
- Unit based part-time employees working over appointment.
- Regular floats.

154K The Unit Workload Review Committees will determine an equitable recording system to determine distribution of overtime and assigned time off in accordance with the Memorandum of Understanding on Recording Systems.

155 In addition, an employee who is required by the supervisor on a regular and recurring basis to work in excess of the principle provided in Paragraphs 160-162, as evidenced by unit records, may have the appropriateness of that schedule reviewed through the following procedure:

- 156 1. The employee will inform the supervisor in writing of concerns about his/her schedule with a copy to the Manager of Staff and Union Relations. The supervisor will respond in writing within seven (7) calendar days from the time the written concern was received with a copy to the Manager of Staff and Union Relations. The Manager of Staff and Union Relations, will provide the Association with a copy.
- 157 2. If the employee's concerns are not resolved by the supervisor, the employee may appeal to the Director of Nursing and the Associate Hospital Director. The Association Chairperson will be included in discussions at this level. The Director of Nursing will review the matter and respond in writing within fourteen (14) calendar days from the date the written appeal was received.
- 158 3. If the employee's concerns are not resolved by the Director of Nursing, the employee may appeal to the Hospital Executive Director, who will confer with the Chief of Clinical

Affairs, the Chief of Nursing and the Association Chairperson. The Hospital Executive Director will respond in writing within fourteen (14) calendar days from the date the written appeal was received. The issue will be resolved to assure the employee that he/she will not be assigned to work on a regular and recurring basis in excess of the principle provided in Paragraphs 160-162.

159 The procedure provided in 1-3 above may be used when all of the following conditions are met:

- 160 1. The employee is providing direct patient care.
- 161 2. The employee is assigned and works eight (8) or more hours above his/her appointment fraction every two(2) weeks.
- 162 3. The employee is assigned and works as in #2 above for six (6) weeks out of twelve (12) consecutive weeks.

162A At the request of the employee, shift start times may be altered up to two (2) hours without incurring the overtime premium, Article XV, Paragraphs 141 and 143 through 146, for the specific purpose of attending assigned committee meetings, or for working on special projects which cannot be scheduled within the employee's normally assigned shift.

162B If the starting time of a shift on two (2) consecutive days does not vary by more than three (3) hours and there are no fewer than eleven (11) hours between the end of one shift and the beginning of the next, time and one-half overtime will not be paid under the following circumstances:

1. Scheduling of variable start times will occur only at the request of the employee upon hire or upon request utilizing the shift preference form.
2. For those satellite clinics with variable start times that would preclude employees from working their requested schedule without incurring the overtime premium under

Article XV, Paragraphs 141-146. (Currently Briarwood, Northeast Ann Arbor, Chelsea, Brighton, Plymouth and Northville.)

3. If a clinic that is not listed meets the criteria in #2 above, the University may meet with the Association to request additions to the list.
4. In the event a clinic on the list changes its hours of operation such that the criteria in #2 above no longer exist, then that clinic will be removed from the list, and the overtime premium will resume according to Article XV.

162C

Any regular employee who is unit based and wishes additional hours on units other than their own, will make their scheduling availability known to the CSR.

SECTION E. REPORT TO THE ASSOCIATION

163

Effective January 1, 1990, the University will submit to the Association, on a monthly basis, a report containing the names of all employees who have worked above their appointment fraction during that time and the number of hours above the appointment fraction which were worked. The data will be collected and tabulated on a bi-weekly basis.

SECTION F. OVERTIME REVIEW

164

The trigger for initiating a review of overtime by the workload review committee will be when the sum of all overtime and unanticipated over appointment hours worked exceeds five percent of all hours worked in a four week schedule.

ARTICLE XV - a

ASSIGNED TIME OFF/REPORTING PAY

164A

In the event there are more staff scheduled for a shift than are required to meet the workload, it may be necessary to reduce the number of employees scheduled for that shift. To make such an adjustment, the following procedure shall be employed:

- 164B Volunteers will be sought to take the shift off, by seniority, highest to lowest. Volunteering time off shall be recorded by occurrence and distributed equitably among all unit employees. (Refer MEMORANDUM OF UNDERSTANDING on Recording Systems).
- 164C An employee who volunteers to be off may be requested to return to work or be placed on call.
- 164D If a sufficient number of volunteers is not found, employees may be assigned off in seniority order, lowest to highest. Time assigned off will be recorded by occurrence and distributed equitably among all unit employees. (Reference MEMORANDUM OF UNDERSTANDING on Recording Systems).
- 164E An employee assigned off will not be required to be on call or return to work during that employee's scheduled shift.
- 164F In addition, the employee shall have the option of using vacation time, provided the employee has sufficient accrued vacation time, or excused no pay time. Absences incurred under this Article shall not adversely affect the employment record or benefits of the employee.
- 164G Employees assigned time off will have first priority to recoup hours in the pay period/week without incurring overtime.
- 164H Employees may volunteer, and have first assignment priority, for alternate work through the central staffing resource, which will count as equivalent to assigned time off for purposes of recording and equitable distribution.
- 164I A regular employee who reports for work at the employee's scheduled start time when the employee has not been notified that no work is available may be assigned alternate work. If no alternate work is assigned and the employee is sent home, the employee shall receive four (4) hours pay at the employee's hourly rate, plus shift premium, if applicable. Volunteers will be sought from among the employees on the unit prior to making a selection and selected from among the volunteers as equitably as practicable. In the event no volunteers are

secured, the employee designated to be sent home will be assigned as equitably as practicable provided the remaining employees can perform the work available. In this connection the University will endeavor to limit the designation so that no employee will be sent home for more than sixteen (16) hours in a two calendar week period. Except for the first two (2) sentences of this paragraph, the time provisions of this Article shall not apply to the reassignment of time off in accordance with the provisions of Section F. of Article XXXII, Holidays. Prior to reassignment of such time off, volunteers will be sought from among the employees who still have time off available.

164J As an alternative to being released due to lack of work, at the employee's option, the employee may arrange for alternative available work during the employee's shift through the Central Staffing Resource. If work is available, the regular employee will have priority over any temporary employee for available hours on a unit on which they are qualified to work.

164K Such payment or options will not be payable if no work is available because of conditions beyond the control of the University, such as fire, flood, power failure, labor dispute and student disruption, or if the employee fails to receive notice not to report because the employee did not provide a correct address or telephone number.

ARTICLE XVI

SHIFT PREMIUM

SECTION A. EVENING SHIFT PREMIUM

165 An evening shift premium of one dollar (\$1.00) per hour worked shall be paid to an employee who is scheduled to start work on or after 11:00 a.m. and before 7:00 p.m. or who has a majority of scheduled hours between 3:00 p.m. and 11:00 p.m.

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

eight (8) hours and before 11:00 p.m. or has a majority of scheduled hours before 11:00 p.m. after using the calculation above.

SECTION B. NIGHT SHIFT PREMIUM

167 A night shift premium of one dollar and twenty-five cents (\$1.25) per hour worked shall be paid to an employee who is scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. or who has a majority of scheduled hours between 11:00 p.m. and 7:00 a.m.

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

SECTION C. ADDITIONAL PROVISIONS

169 An employee who works beyond the employee's scheduled hours will continue to receive shift premium, if any, determined by the starting time set forth in Section A and B above. In addition, if an employee (1) is scheduled and works eight (8) or more hours; and (2) works more than four (4) additional consecutive and contiguous hours; then the employee will be paid the shift premium for that shift, or the shift premium for his/her first eight (8), ten (10) or twelve (12) hour shift, whichever premium is greater.

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

ARTICLE XVII

ON-CALL PAY

171 An employee shall receive on-call pay, paid at the rate of twenty (20) percent of the step seven (7) rate for the classification, as set forth in the appropriate schedule of Appendix A, to which assigned, or step two (2) of the CRNA schedule in Appendix F, 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. On-call pay hours equal the number of hours scheduled to potentially be at work.

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

173 Any employee in an on-call status is required to restrict whereabouts to the extent that the employee can be reached immediately by telephone, paging device or similar arrangement and be available to immediately return to work when called. Employees on-call will have access to a paging device.

174 When an employee reports for work as a result of being called in while an on-call status existed, the employee shall receive payment at their hourly rate, including applicable premiums, for the time the employee works. All hours worked pursuant to on-call are considered unanticipated and eligible for the five dollar (\$5.00) bonus. In this regard, the on-call rate will not be paid for the same hours the employee is receiving either on-call back pay or pay for time worked pursuant to on-call.

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

of time and one-half of their hourly rate, and shall be paid every time the employee returns to work. Such payment is not time worked for any purpose.

175A On-call status will not be canceled with less than twenty-four (24) hours notice.

175B Employees will not normally be required to work beyond the specified on-call time frame.

175C On-call will be limited to twelve (12) hour blocks in those areas where there is a high frequency call back rate, unless it is mutually agreed by the employee and the manager to have longer time blocks. Unit on-call guidelines will include length of on-call blocks to be used on that unit.

ARTICLE XVIII

CALL BACK PAY

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

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

ARTICLE XX

FLOAT (WORK REASSIGNMENT)

181 Employees will not normally be reassigned from their regular unit. In the event that the University believes it is necessary to reassign employees in response to a situation that will last for a period of time and/or is anticipated, the University will discuss the matter first with the Association. If it becomes necessary to temporarily reassign an employee to another unit, volunteers will be sought from among the employees being considered for reassignment. When an employee is reassigned, he/she will be given an orientation consistent with the duties to be performed. An employee who has been temporarily reassigned to another unit will not be assigned to be in charge. If an employee is temporarily reassigned, the employee will do so unless:

- 182 1. After discussing the matter with the employee's supervisor, the employee refuses to be reassigned because of an asserted lack of competence to perform the assignment(s); or,
- 183 2. The employee is excused by the employee's supervisor.

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

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

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

184C Employees will be fully oriented to any unit to which they are reassigned prior to any full or partial work assignment. Orientation will include the full range of activities that the employee will be expected to perform, and will be based on existing competencies used in any new employee's orientation. A nurse who does not believe she/he has been adequately oriented will not be reassigned. That employee will identify specific requirements that will achieve the orientation objectives. Once orientation is completed and competencies demonstrated, the employee may be reassigned.

184D When an employee volunteers or is assigned, there will always be an assigned resource person who is a registered nurse.

184E Once an employee is reassigned, she/he will not be recalled to their home unit for the remainder of that eight (8) hour shift, unless mutually agreed by the employee and the supervisor or designate of the home and receiving units.

184F When seeking volunteers or assigning employees to float when there are no volunteers, occurrences of reassignment will be equitable among employees on a unit who have been adequately oriented and have met the requirement outlined above.

184G A home unit will not reassign an employee to another unit and simultaneously utilize temporary employees, other floats, or overtime/above appointment hours for coverage of the same time period.

ARTICLE XXI

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

SECTION A. DEFINITIONS

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

187 "Seniority" means uninterrupted employment with the University beginning with the latest date of hiring with the University and shall include periods of University employment outside the bargaining unit, layoffs and other periods

of absence authorized by and consistent with this Agreement.

SECTION B. LOSS OF SENIORITY

- 188 An employee shall lose seniority and no
longer be an employee if:
- 189 1. The employee resigns or quits;
- 190 2. The employee is discharged or terminated;
- 191 3. The employee loses, or otherwise does not
maintain a State of Michigan Nursing
license;
- 192 4. The employee retires;
- 193 5. The employee does not return to work from
layoff at the scheduled return time,
provided the employee is given not less than
seven (7) calendar days notice to return by
certified or registered mail or by telegram
addressed to the employee at the employee's
last address filed with the Medical Campus
Human Resources Department, except when the
failure to return to work as scheduled is
due to circumstances beyond the control of
the employee, the University has been so
notified, and an acceptable alternate return
date is agreed to by the University;
- 194 6. The employee has been on layoff for a period
of time equal to the employee's seniority at
the time of the employee's layoff or two (2)
years, whichever is greater;
- 195 7. The employee does not return to work at the
expiration of a leave of absence, unless
circumstances beyond the control of the
employee prevented the return, except that
continuation of the reasons for which the
leave was granted shall not be such a
circumstance. If the employee was able to:
(1) seek a leave extension, if available,
prior to the leave expiration; or, (2)
notify the University that the return would
not be timely, but did not, this exception
to termination shall not apply; or
- 196 8. The employee is absent from work for three
(3) consecutive days without notifying the

University, except when the failure to notify and work is due to circumstances beyond control of the employee. After such absence, the University shall send written notification to the employee at the employee's last known address that the employee has lost seniority and the employee's employment has been terminated.

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

198 A dispute involving compliance with this Section shall begin at Step Two of the dispute resolution procedure, and may be processed through the Dispute Resolution and Arbitration Procedures by the Association only for an employee who has lost seniority and is no longer an employee under the provisions of 1, 2, 3 and 4 above, provided it is submitted in writing at Step Two of the dispute resolution procedure within one hundred sixty-eight (168) hours after facts have occurred giving rise to the employee's dispute. In the event that an employee has lost seniority and is no longer an employee under the provisions of 5, 6, 7 and 8 above, a dispute may be submitted in writing by the Association at Step Two no later than seventy-two (72) hours following receipt of the written notification by the Association Chairperson or designate.

ARTICLE XXII

REINSTATEMENT

SECTION A. GENERAL REINSTATEMENT

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

200 1. The person is re-employed on or after September 17, 1984;

201 2. The person is re-employed within one (1) year of the date he/she terminated;

- 202 3. The employee remains re-employed for two years; and
- 203 4. The employee applied for reinstatement subsequent to two (2) years of re-employment but not more than thirty (30) months after re-employment.
- 203A Where a non-bargaining unit employee leaves the University under other reinstatement guidelines and returns to the bargaining unit, the guidelines under which the employee left will apply.
- 203B Employees who are reinstated following the execution of this contract shall retain their University date of hire as their anniversary date upon reinstatement.

SECTION B. EDUCATIONAL REINSTATEMENT

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

SECTION C. CONDITIONS

- 208 An employee will only be reinstated once.
- 209 The reinstated employee shall have his/her previous date of hire re-established for the following purposes:
- 210 1. Seniority;

- 211 2. To restore sick time that had accrued at the time of termination; and
- 212 3. To establish eligibility for Sick Time under Article XXIX, Supplemental Disability Income under Article XXX, Long Term Disability under Article XXXIX, Vacation Time under Article XXXVIII, and Retirement under Article XXXIX, prospectively, consistent with the employee's years of service.
- 213 Vacation and sick time do not accrue during the period of absence.
- 214 The period of absence need not be considered time worked for the purpose of establishing salary.
- 215 A reinstated employee shall be subject to the same enrollment standards in insured benefit plans as a new hire.

ARTICLE XXIII

INFORMATION LISTS

- 216 The University shall furnish the Association with the following informational lists:
- 217 1. Two (2) copies of a monthly list alphabetical by name, identification number, classification title, pay grade, rate of pay, and date of hire of all employees in the bargained unit.
- 218 2. Two (2) copies of a monthly list of employees together with their most current addresses as they appear on the records of the University.
- 219 3. A monthly list of employees hired during the previous calendar month.
- 220 4. A monthly list of employees promoted during the previous calendar month.
- 221 5. A monthly list of employees terminated during the previous calendar month.
- 222 6. A monthly list of employees on leave of absence, including identification number.

- 223 7. A monthly list of employees transferred into the bargaining unit during the previous calendar month.
- 224 8. A monthly list of employees transferred out of the bargaining unit during the previous calendar month.
- 225 9. A monthly list of employees who are classified as temporary staff nurse, together with the department number and hourly rate of pay.
- 226 10. Areas where positions within the bargaining unit are open as of Tuesday of each calendar week by classification title.
- 227 11. The University will furnish the Association with a list of all bargaining unit employees according to Salaries by Position Title Code on a quarterly basis.
- 228 Unit location will be added to the lists set forth in 1 through 11 above, if unit location becomes machine processable in the Medical Campus Human Resources Department.
- 229 The Association shall retain the information provided in 1 through 11 above in confidence and disclose it only to those officials of the Association whose Association duties require them to have such information.

ARTICLE XXIV

PERSONNEL FILES

- 230 An employee shall be entitled to review the contents of his/her Medical Campus Human Resources Department personnel file. At the request of the employee, a representative of the Association may be present. At the request of the employee, copies of any item(s) contained in the Medical Campus Human Resources Department personnel file shall be provided to the employee. One copy of any item(s) the employee has not otherwise received shall be provided at no cost to the employee. Additional copies or copies of any item(s) the employee has otherwise received shall be provided at the prevailing cost of duplication at the time the request is

submitted or ten (10) cents per copy, whichever is less.

- 231 With the written consent of the employee, the Association Representative may read the contents of the employee's personnel file and obtain a copy of any notice of reprimand or discipline that has not already been provided to the Association.

ARTICLE XXV

PROBATIONARY EMPLOYEES

- 232 An employee is a "probationary employee" for the employee's first six (6) calendar months of employment. The employee will receive a written evaluation on or before the day the employee completes four (4) calendar months of employment. In the event that the employee does not receive such a written evaluation, the employee will no longer be a probationary employee. In addition, the University may discontinue an employee's probationary period at any time by written notice to the employee.

- 233 As an alternative to termination, and at the option of the University, an employee may transfer during the probationary period, provided the transfer is arranged through the Medical Campus Employment Office. In such an event, and at the option of the new supervisor, the probationary period may start over, and all the provisions of this article will apply. A probationary transfer may be requested by the employee, following discussion with the supervisor, or may be suggested by the supervisor when termination is being contemplated. A probationary employee will be limited to one such transfer.

- 234 A "probationary employee" may be oriented to the charge nurse assignment under the direct supervision of a Head Nurse, Assistant Head Nurse or their designate who is a qualified non-probationary licensed Registered Nurse who performs the charge nurse role on a regular and recurring basis. A licensed Registered Nurse who is a "probationary employee" may be given a charge nurse assignment at the discretion of the supervisor if she/he has been oriented to the charge nurse assignment but will not be assigned

the charge nurse role unless there are no other options available.

235 An employee who had completed a probationary period prior to termination and who is rehired within one year of the termination date, may be a "probationary employee" for the employee's first three (3) months of employment.

236 No matter concerning the discipline, layoff or termination of a "probationary employee" shall be subject to the Dispute Resolution and Arbitration Procedures. At the request of the Association Chairperson, the University, through a designated representative, shall discuss the termination or transfer of a probationary employee, provided the request is made within seventy-two (72) hours following the notification to the Association Chairperson of the termination or transfer.

237 A "probationary employee" shall have no seniority, except as otherwise provided in the Agreement, until the "probationary employee" has completed the probationary period. Upon completion of the probationary period, the employee will acquire seniority from the employee's date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period as outlined below will acquire seniority from the date the employee began that continuous period of temporary employment. Initially, eligibility for insured and accrued benefits is prospective from the date of the change from temporary employment to regular employment. Thereafter, accrued benefits will be based on the seniority date.

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

239 1. The individual worked an average of not less than twenty (20) hours each week immediately preceding hire as a regular employee;

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

- 241 3. The individual met the work schedule expectations as a probationary employee on the unit as assigned; and
- 242 4. The individual worked the entire time in the same position.

ARTICLE XXVI

REDUCTION OF THE WORKING FORCE
& RECALL PROCEDURES

SECTION A. DEFINITIONS

- 243 1. Layoff: A separation from employment due to the elimination of an individual's position.
- 244 2. Mandatory reduction of hours: Required decrease to eighty (80) percent or less per week in an employee's appointment hours by the University for at least thirty (30) calendar days.
- 245 3. Unit: A functional area of patient care or service administered separately (for purposes of, but not limited to, scheduling, educational funds, holidays, vacation and reduction-in-force), except for the OR, in which Cores A & B will be considered one unit, and Core C will be considered a separate unit. In the event of the consolidation of one or more units, the consolidated units shall be considered a unit in the application of this Article.
- 245A The University and the Association agree that University Health Service is a Unit.
- 245B The University and the Association agree that a Special Conference will be held prior to the layoff of employees in Ambulatory Care. The purpose of this Special Conference is to inform the Association of the functional areas of patient care or service ("unit" definition, Article XXVI, Reduction of the Working Force and Recall Procedures, Section A) in Ambulatory Care.
- 246 4. Ability to perform the work: The employee has the skills (including the ability to work with patients, families or significant others, and with professional and supportive

personnel who provide patient care), education, training (specialized or otherwise), and knowledge, to perform the full range of duties of the position in question within the usual or ordinary period of time to be or to become acquainted with those aspects of the position that the employee could not or would not otherwise know as distinguished from training or learning the basic or special skills needed for the position.

- 247 5. Priority Consideration: The employee having the required qualifications will be considered including an interview in seniority order until an employee is placed, at the same time other employees affected by this Article, but prior to other employees or applicants for employment.

SECTION B. PROCEDURE

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

249 A reduction of the work force shall be by and from each classification within a unit in accordance with the following procedure:

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

251 2. Thereafter, employees in the affected classification within a unit shall be removed from the classification in order of

seniority, beginning with the employee with the least seniority, provided that the employees remaining in the classification have the ability to perform the work which remains or will remain in the unit.

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

253 4. A removed or about to be removed non-probationary employee shall receive priority consideration in the following order:

a. Regular job openings in the same classification.

b. Regular job openings in the same pay grade.

c. Regular job openings in each succeeding lower pay grade.

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

254 5. Should a removed or about to be removed employee not be placed in a regular opening as provided in Paragraph 253, the employee will replace a probationary employee in a Clinical Nurse I classification within the employee's own clinical area first and thereafter in other clinical areas of the University, provided the employee has at least two (2) years seniority and the ability to perform the work of the probationary employee.

254A 6. In the event an employee is not placed as described in the above paragraph, that employee may replace the least senior

employee in the University, provided that the difference in seniority between the two employees is greater than one year and the employee has the ability to perform the work of the employee to be replaced. Employees placed as a result of this process cannot transfer to another position for one year.

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

256 8. In no case will the University be required to rearrange work schedules to accommodate employees, provided however, it is understood that the application of this procedure may require work schedule changes, notwithstanding the provisions of Article XIII, Staffing and Scheduling.

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

258 Contingent upon available work, an employee who is about to be laid off may be placed by the University in the CSR as a regular employee at the employee's request. Employees placed in this manner will have recall rights consistent with Para. 264. If there are more employees than can be placed in the CSR in this manner, they shall be placed in seniority order, highest to lowest. In this event, that employee will have priority over any temporary employee or over any unit based regular employee requesting work above appointment hours on another unit through CSR for available hours on a unit on which they are qualified to work.

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

260 An assessment of the employee's qualifications and interests will be made with

the employee. The employee will have a choice among available positions for which he/she is qualified, whenever practicable.

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

262 If an employee accepts a training position, she/he will give a two-year commitment and will forfeit recall rights.

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

SECTION C. TEMPORARY LAYOFFS

263 In the event employees with seniority are to be laid off because of a temporary discontinuance of operations, or any portion thereof, temporary adjustments in the work force can be made without application of the Reduction of the Working Force or Recall Procedures. The Association will be notified of such temporary adjustments. If such adjustments continue for more than seven (7) calendar days, the Association can request the University to apply the reduction of the working force procedure and the University will do so within the following seven (7) calendar days. During a period of temporary adjustment, the provisions of reference paragraphs 330 and 377 shall not be applicable.

SECTION D. PROCEDURES FOR RECALL

264 An employee with seniority who is on layoff for less than eighteen (18) months, contingent on ability to perform the work, will be recalled to the same position from which laid off and will be given priority consideration for other

regular job openings (1) in the same classification and clinical area from which the employee was laid off (2) in the Clinical Nurse I classification in the clinical area from which the employee was laid off and (3) in the Clinical Nurse I classification in other clinical areas within the University. However, prior to the application of (2) and (3) the University will place the employee in a regular opening in the employee's same classification and thereafter in other regular openings in other classifications in the same pay grade and then in each next succeeding lower pay grade, provided the employee has the required qualifications as defined in Article XXVII.

264A Employees who have been subject to a reduction-in-force and placed in another regular position will have the following recall rights:

264B Within eighteen (18) months following removal from a position, an employee with seniority will be recalled to the same position if it becomes available, contingent on ability to perform the work. During the 18 month recall period, or until recalled to the same position employees will receive priority consideration for other regular job openings for which they apply, as follows:

264C If an employee is demoted as a result of placement, then, in succeeding higher pay grades from which the employee was placed, in any clinical area;

264D Then, in the original classification or pay grade in their original clinical area.

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

264F Employees placed following a reduction-in-force shall not be placed in another position pursuant to Paragraph 264C - 264D, prior to employees who are laid off, or on notice of lay off.

264G Recall rights cease upon placement in the same position from which removed, or in eighteen

(18) months, whichever occurs first. An employee who does not accept recall to the same position from which removed shall no longer have recall rights for that position, but shall retain priority consideration for that position, for 18 months if it becomes available again.

SECTION D.D. REDUCTION OF HOURS RESTORATION

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

SECTION E. PLACEMENT ORIENTATION

266 When placement is made in a regular job opening under the provisions of this Article, a normal orientation, as defined in Section A. of Article XXVII, Transfers, will be available. When a position held by a probationary employee is involved, the orientation shall not include training or teaching the affected employee the basic or special skills needed for the position.

SECTION F. LIABILITY

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

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

the work" or "equivalent or required qualifications" shall be subject to arbitration.

ARTICLE XXVII

TRANSFERS: PROMOTIONS, DEMOTIONS, AND LATERALS

SECTION A. DEFINITIONS

- 269 1. Transfer - A "transfer" is the explicit movement of an employee to a regular job opening during which time the employee performs or is expected to perform the full range of duties of that position.
- 270 2. Regular Job Opening - A "regular job opening" is a vacant position which is expected to continue for more than six (6) consecutive months. A position is not vacant when the employee in the position, following a review of the employee's duties and responsibilities, is reclassified.
- 271 3. Promotion - A "promotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a higher pay grade.
- 272 4. Lateral - A "lateral" is defined as the transfer of an employee to a regular job opening in a classification assigned to the same pay grade.
- 273 5. Demotion - A "demotion" is defined as the transfer of an employee to a regular job opening in a classification assigned to a lower pay grade.
- 274 6. Required Qualifications - "Required qualifications" means that the records of the University, or other knowledge made known to the University, establish that the employee has the education, training, and experience as posted, and indicates with reasonable certainty that the employee will be able to perform competently the full range of duties of the regular opening within a reasonable period of time.
- 274A 7. Competent performance - "Competent performance is the ability to work effectively with patients, families or

significant others, and with professional and supportive personnel who provide patient care. The employee shall have demonstrated ability to provide effective nursing care to patients; i.e. assesses, plans, implements, documents, evaluates nursing care; initiates effective actions in emergencies; guides performance of others who provide nursing care.

- 274B 8. Desired Qualifications - "Desired qualifications" are additional skills, experience and credentials that are valuable to the position and which will enhance the ability to do the work.
- 275 9. Normal Orientation - "Normal orientation" means the usual or ordinary period of time to be, or to become, acquainted with those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position, except where the training or learning of the basic or special skills is required for all employees when first assigned to a particular position.

SECTION B. POSTING AND BIDDING PROCEDURE

- 276 The following procedure is intended to provide employees the opportunity to apply for and receive consideration for a regular job opening at the same time other candidates are being considered.
- 277 1. If a regular job opening is not filled in another manner consistent with the terms of this agreement, including, but not limited to, placement as a result of application of Article XXVI, Reduction of the Working Force and Recall Procedures and return from leave of absence, the regular job opening, except for Clinical Nurse II openings filled from within a unit, will be posted for five (5) calendar days. Clinical Nurse II regular job openings will be made known on the unit. For the purpose of administering this Section, a clinic in Ambulatory Care shall be defined as a unit.

- 278 2. The posting will note the classification, the pay grade, the unit, the appointment hours, the shift(s), whether there is a potential employee or candidate and whether it is a reposting of a position. In addition the posting will include a list of all required qualifications essential for consideration for that position, as well as a list of desired qualifications in priority order. Upon request, the Association Chairperson will be provided with the name of the potential employee or candidate.
- 278A Selection criteria will be developed by the hiring supervisor for each position that is posted and will be made available to candidates upon request, along with any other information about that position including a specific job description, if available.
- 278B General information about the internal application and interview process, bargaining unit classification descriptions, and unit profiles will be made available in the Employment Office upon request. Unit profiles will include the usual qualifications for Clinical Nurse I positions on that unit.
- 279 3. Locked posting boards will be located in University and Mott Hospitals and the North Ingalls Building. These boards will be placed in locations mutually selected by the University and the Association. Any additional boards will be placed in locations mutually selected by the University and the Association. In addition, employees working in outlying areas will have access to the posting information, through a timely posting list, recorded information or other mechanism as developed by the University, no later than the next calendar day. If the next calendar day is Saturday or Sunday, the next day will be Monday.
- 280 4. An employee who wishes to be assured of consideration for a transfer to a regular job opening must fill out a bid form supplied by the University, and file it at the Employment Office. When submitting a

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

- 281 5. An employee who does not provide all requested information or who has not filed the bid form properly prior to five (5) p.m. on the closing date, need not be considered.
- 282 6. An employee need not be considered for transfer under this Section during the one (1) year period following the employee's promotion, transfer or date of hire. In this connection, it is understood that it may be advantageous for an employee to transfer before the end of the one (1) year period. The one (1) year period does not apply to employees who have been placed in a position following reduction-in-force.
- 283 7. Employees who apply for a position will be notified of candidacy status no later than fourteen (14) calendar days following the interview, or when the hiring decision occurs, whichever is first. If an employee is not to be interviewed, that employee will be notified as soon as the decision is made.
- 283A An employee who is considered for a regular job opening, including a Clinical Nurse II opening within a unit, under the provision set forth above and is not placed in the regular job opening will be so notified in writing as to the reasons for not being placed, including substantial differences in desired qualifications related to the selected candidate, as soon as practicable, but in no event later than fourteen (14) calendar days after the decision. Employees who desire additional information about the position or their candidacy may contact the Employment Office or their supervisor, if the opening was within the employee's unit.
- 283B Within one week following notification that the employee was not selected, and at their request, a meeting with the hiring supervisor will occur. The discussion will include a review of qualifications, reasons not selected, and provide suggestions for development to qualify for future positions.

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

SECTION C. SELECTION CONSIDERATION

284 Transfers will be made on the basis of qualifications and seniority in the following manner:

1. Employees and applicants must possess all required qualifications in order to be considered;
2. Among employees possessing the required qualifications, the most senior will be selected unless there is a substantial difference among the desired qualifications.
3. Among employees and applicants possessing the required qualifications, the employee will be selected unless there is a substantial difference among the desired qualifications.

SECTION D. REVIEW PROCEDURE

286 In the event that an employee, except a probationary employee or an employee transferred or promoted during the preceding six (6) month period, with a timely bid form on file is not selected for that regular job opening, the question of whether that employee had the required qualifications or substantially better desired qualifications than the person selected may proceed directly to Step Two of the Dispute Resolution Procedure within the hiring area, provided the involved employee has more seniority than the person selected. If a Clinical Nurse II opening is filled from within a unit, only an employee from within that unit who has more seniority than the employee selected may process a dispute.

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

date. At the second step dispute hearing the University Review Committee will include an additional staff member from the Central Campus. This staff member will be chosen by the employee or the Association from a list that is mutually agreed to. In the event that the Central Campus staff member is not available within fourteen (14) calendar days, the Association may either select a new staff member from the list or extend the time limit to a mutually agreeable hearing date. The Step Two answer will be given in writing within thirty (30) calendar days of the Step Two hearing.

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

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

SECTION E. GENERAL PROVISIONS

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

288 2. An employee who is transferred will be given a reasonable period of time to demonstrate competent performance. During this period of time, the employee will receive a normal orientation as defined in Section A. of this Article. If competent performance is not demonstrated, the employee will be placed in a vacancy, if any, where the employee has previously demonstrated competent performance.

- 289 3. An employee who is placed in such a vacancy following a promotion will be paid at the same pay rate the employee received prior to the promotion, or at a higher pay rate if the employee would have received an increase in pay pursuant to the terms of this Agreement if the employee had not been promoted.
- 290 4. During any period in which employees are being considered for transfer, the regular job opening may be filled by other than the provisions of this Article until the selection process is completed and placement is made. In this regard, an employee, who is specifically told in advance that the employee is temporarily assigned to fill a regular job opening prior to the final selection and placement and the position is in a classification assigned to a higher pay grade, will be compensated at the rate of five (5) percent of their regular wage in addition to their regular wage for hours worked in that classification.
- 291 5. No employee will be required to perform the job duties of a higher classification as a prerequisite to promotion.
- 292 6. No employee will be involuntarily demoted without prior written notification of performance deficiencies. Prior to or at the time demotion is first contemplated, the supervisor will initiate a meeting with the employee to discuss the performance deficiencies and develop a plan for correction with appropriate time frames.
- 293 7. If an employee is involuntarily demoted, the employee and the Association will receive a written explanation for the demotion.

ARTICLE XXVIII

RATES OF PAY ON TRANSFER

- 294 1. When an employee is promoted from a classification to a classification assigned to a higher pay grade, the employee's wage within the new range will be at the same step in the Wage Schedule as the step the

employee was on in the classification assigned to the lower pay grade.

- 295 2. When an employee is transferred from a classification to a classification assigned to a lower pay grade, the employee's wage within the new range will be at the same step in the Wage Schedule as the step the employee was on in the classification assigned to the higher pay grade.

ARTICLE XXIX

SICKNESS OR INJURY INCOME

SECTION A. ELIGIBILITY

296 An employee shall be eligible to receive sickness or injury income in accordance with the provisions of this Article when either:

- 297 1. The employee is unable to work because of
- 298 a. Personal sickness or injury, or
- 299 b. Disabling mental illness which requires treatment, or
- 300 c. Sickness or injury caused or contributed to or by pregnancy or termination of pregnancy, or,
- 301 2. The employee is excused from work for a preventive health care appointment, providing that the employee meets the requirements of Section E (or Section F for Preventive Health Care Appointment) and the employee has accrued sick time available as described in Section G.

302 Full-time employees will be eligible to use up to three (3) working days (24-36 hours) per year of accrued sickness or injury income to care for ill, injured or incapacitated family members. Part-time employees will be eligible for Family Care Time which shall be prorated based on appointment fraction.

302A For purposes of this provision, "family members" will include the following: the employee's spouse or a domestic partner with whom the employee shares living accommodations and

expenses; and, without regard to place of residence, the child, sibling, parent or grandparent or other related individual whose care is the responsibility of the employee, spouse or domestic partner.

303 No sickness or injury income shall be payable for any sickness or injury which results or occurs as follows:

- 304 1. Working for an employer other than the University;
- 305 2. During a layoff, leave of absence, or disciplinary layoff;
- 306 3. During a vacation, except when hospitalized or equivalently confined;
- 307 4. For any other period of time which is not time lost from the full-time employee's regular schedule of work or a part-time employee's schedule of work for the calendar week;
- 308 5. Following a termination date that was determined prior to occurrence of the disability;
- 309 6. Participating in a riot or civil commotion;
- 310 7. Participating in any criminal act; or
- 311 8. Intentionally self-inflicted.

SECTION B. HOURS OF SICKNESS OR INJURY INCOME PAYABLE

312 The number of hours of sickness or injury income payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed the maximum set forth in Section G.

313 All hours of sickness or injury absence, whether or not paid, shall be recorded and, to the extent necessary to implement this Article, available on an individual basis to an employee and the Association.

SECTION C. PART-TIME EMPLOYEE

314

A part-time employee appointed to work eight (8) or more hours per calendar week shall be eligible for sickness or injury income providing the employee meets the eligibility requirements of Section A. but the number of hours of sickness or injury income payable as provided in Sections B. and G. shall be on a basis dependent on the employee's appointment hours which shall be directly proportionate to the maximum hours of sickness or injury income for which a full-time employee is eligible. An employee appointed to work less than eight (8) hours per calendar week shall not be eligible for sickness or injury income.

SECTION D. DETERMINATION OF SICKNESS OR INJURY INCOME

315

Except as otherwise limited by this Article, the amount of sickness or injury income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a calendar day (unless the regular work schedule is more than eight (8) hours per calendar day in which case it will be that amount) nor forty (40) hours in a calendar week, or eighty (80) hours per two (2) calendar weeks, or one hundred and twenty (120) hours per three (3) calendar weeks, as the case may be, dependent on the employee's regular work schedule, of time lost from work because of the sickness or injury times the employee's hourly rate at the time the sickness or injury occurs, plus shift premium, if applicable; provided, however, in any week in which an employee receives a loss of time Worker's Compensation benefit (including any dependency allowance), the amount of that benefit shall be subtracted from the amount of the sickness or injury income (Article XXIX) or supplemental disability income (Article XXX) that would otherwise be payable.

SECTION E. NOTICE AND PROOF OF SICKNESS OR INJURY

316

No sickness or injury income shall be payable to an employee unless the employee's supervisor or designated representative is notified of the nature of the sickness or injury and the probable duration thereof as soon as

possible, but in no event later than the beginning of the employee's shift, except when the failure to notify is due to circumstances beyond the control of the employee.

317 On returning to work, the University may require reasonable proof of sickness or injury sufficient to verify the claim for sickness or injury income. Such reasonable proof may include, but is not limited to:

- 318 1. The name of the person to whom advance notice was given, together with the time, or the reason notice was not given.
- 319 2. The nature of the sickness or injury which prevented the employee from working, including time, dates and circumstances, and whether or not under the care of a physician.
- 320 3. The amount of time lost from work in hours because of sickness or injury.

321 The University shall retain such information in confidence and disclose it only to those officials of the University whose University duties require them to have such information.

322 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. 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 received, 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.

323 Arbitrary failure or refusal to follow accepted medical practice in treating a sickness or injury shall be reason for discontinuing or withholding sickness or injury income.

324 Nothing in this Article requires an employee to disregard the medical care plan of the employee's physician. Eligibility for sickness or injury income will be determined as provided in Paragraph 322.

SECTION F. PREVENTIVE HEALTH CARE APPOINTMENT

325 An employee may be granted paid time off for preventive health care appointments, including post-operative examinations and care, and second opinion examinations required by the employer or third party payor. In order to be considered for such time off, the employee must give the employee's immediate supervisor written notice and receive approval at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment and the probable duration of absence, if applicable. A series of appointments may be in the same notice. In the event that a health care professional schedules a return appointment or post-operative examination or care which prevents giving the required notice, as much notice as possible based on the circumstances is required.

326 If the employee is granted paid time off under this Section, the supervisor may request the phone number of the health care provider prior to the employee leaving the unit for the appointment.

SECTION G. ACCRUAL

327 1. Upon the completion of the employee's first regularly scheduled work day, a full-time employee will be credited with seventy-two (72) hours of sickness or injury income. A part-time employee will be credited with

hours of sickness or injury income in accordance with Section C. of this Article.

- 328 2. Upon completion of twelve (12) consecutive months of employment, provisions 3 through 7 of this section shall apply.
- 329 3. Except as provided in 4 and 5 of this section, full-time employees upon the completion of twelve (12) consecutive months of regular employment shall accrue hours of sickness or injury income at the rate of ten (10) hours per calendar month.
- 330 4. During the calendar month in which a full-time employee starts the thirteenth (13) month of employment or ends employment, or starts or returns from any leave of absence, the employee shall accrue hours of sickness or injury income depending upon the day of the calendar month on which the event occurs as follows:

<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
One through ten	10	None
Eleven through Twenty	5	5
Twenty-one through end	None	10

- 331 5. Except as provided in 4 above, an employee shall not accrue any hours of sickness or injury income during any leave of absence or during any calendar month in which the employee is absent without pay for fifteen (15) or more work days. During any calendar month in which the employee is absent without pay for less than fifteen (15), but more than seven (7) work days, the employee shall accrue five (5) hours of sick pay.
- 332 6. No employee may accrue hours of sickness or injury income in excess of eight hundred (800) hours or if a part-time employee, in excess of the appropriate proportionate number of hours.
- 333 7. Accrued sickness or injury income may be used during the calendar month in which it

is accrued. No employee shall be eligible for sickness or injury income under this Article before it accrues.

SECTION H.

334

An employee who is off work in accordance with the provisions of this Article shall be returned to active employment by the University either to the employee's former position or to a position consistent with the provisions of Section I of Article XXXVIII (Leaves of Absence), provided, however, that the notice requirements of Section I shall not be applicable except that in the case of sickness or injury absences where the employee knows that another individual will be working in the absent employee's position, the returning employee will provide as much advance notice of return as possible, including a release from the employee's physician where applicable or required by the University. If the employee is released to return to work, but at fewer hours than the appointment fraction because of temporary medical restrictions, the employee shall be paid for actual time worked and shall be eligible to continue to receive accrued sickness or injury income for the balance of their appointment hours. In this regard, a physician's verification of restrictions shall be required. In addition, a release from the employee's physician shall be required before an employee can return to their previous appointment hours.

335

Should an employee, who returns to active employment pursuant to this Section, not return to the employee's former unit, that employee shall be given consideration prior to an employee exercising rights under Section C, Article XXVII (Transfers) but after an employee exercising rights under Article XXVI (Reduction of the Working Force and Recall Procedures) for regular job openings which become available in the employee's former unit provided the employee requests such consideration by completing a bid form in accordance with Article XXVII (Transfers), during the six (6) month period following the employee's return to active employment.

ARTICLE XXX

SUPPLEMENTAL DISABILITY INCOME/EXTENDED SICK

SECTION A.

336 A full-time employee who has at least two (2) full years of continuous service and has 160 hours of continuous sickness or injury absence will be eligible for not more than 720 hours of extended sick income. It is renewable on the first (1st) of the month following their seventh anniversary and every five years thereafter. Extended sick hours do not renew during a leave of absence or any period of absence due to illness or injury covered by this article. Eligibility for extended sick income hours which would have otherwise renewed, is deferred until the employee returns to active employment.

337 This supplemental disability income will be available to an eligible employee only for continuous hours of disability absence following an original 160 continuous hours of sickness or injury absence. Thereafter, other accrued hours of sickness or injury income are again used and paid. Each illness or injury shall be independent of any other injury or illness and require completion of the 160 hour period above, except as provided in Section D. of this Article.

SECTION B.

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

SECTION C.

339 An employee who is off work in accordance with the provisions of this Article shall be returned to active employment by the University either to the employee's former position or to a position consistent with the provisions of Section I. of Article XXXVIII (Leaves of Absence), provided, however, that the notice requirements of Section I. shall not be applicable except that in the case of disability absences where the employee knows that another individual will be working in the absent employee's position, the returning employee will provide as much advance notice of return as possible, including a release from the employee's physician where applicable or required by the University.

340 If the employee is released to return to work, but at fewer hours than the appointment fraction because of temporary medical restrictions, the employee shall be paid for actual time worked and shall be eligible to continue to receive supplemental disability income for the balance of their appointment hours. In this regard, a physician's verification of restrictions shall be required. In addition, a release from the employee's physician shall be required before an employee can return to their previous appointment hours.

341 Should an employee, who returns to active employment pursuant to this Section, not return to the employee's former unit, that employee shall be given consideration prior to an employee exercising rights under Section C., Article XXVII (Transfers: Promotions, Demotions, and Laterals) but after an employee exercising rights under Article XXVI (Reduction of the Working Force and Recall Procedures) for regular job openings which become available in the employee's former unit provided the employee requests such consideration by completing a bid form at the time the employee returns to active employment.

SECTION D.

342 A full-time employee who is off work in accordance with the provisions of this Article, returns to active employment, and then returns

within eighty (80) normally scheduled hours to extended disability status as a result of the original illness or injury, will be eligible for Supplemental Disability Income, if available, without serving another 160 continuous hours period as set forth in Section A. A part-time employee will be eligible under this Section on a pro-rata basis dependent on the employee's appointment hours which shall be directly proportionate to the hours set forth in the Section for a full-time employee.

- 343 The University, at its discretion, may require documentation to verify the disability is the result of the original illness or injury.

ARTICLE XXXI

EMPLOYEE ASSISTANCE

- 344 The University and the Association agree that an employee who has an alcohol, drug or psychological problem which affects performance may be rehabilitated. The parties further agree that timely and effective assistance can contribute to the employee's ability to meet employment obligations, maintain standards for nursing practice and to provide for safety of the public. The parties further agree that cooperation will result in earlier identification of troubled employees before their employment status is in jeopardy. Following consultation with the Association, but at the discretion of the University, discharge will not be imposed when less serious discipline and appropriate treatment can enable an employee to meet the employment obligation. The University's decision to discharge an employee does not preclude the review of such a discharge through the Dispute Resolution Procedure and Mediation Procedure, Article XLVI and the Arbitration Procedure, Article XLVII. Finally, the parties acknowledge that the ultimate responsibility in accepting, confronting and overcoming the problem is that of the employee.

- 345 The University, through its Faculty and Staff Assistance Program (FASAP), has made available a program to provide assistance to employees.

1. In seeking assistance through FASAP, an employee may select any FASAP counselor who is available on a timely basis.
2. In cooperation with the University and FASAP, the Association may provide FASAP with a list of potential treating practitioners to whom FASAP may refer employees. It is understood that employees are responsible for costs incurred either through their health care insurance coverage or otherwise.
3. Participation in any treatment program which may be recommended by FASAP will be voluntary. Release of information concerning an employee's participation in this program is confidential and can occur only with the employee's written release of information.
4. Employees will be informed of the program during Nurse Orientation and other appropriate methods and media.
5. An employee referred for treatment by FASAP and participating in a program will not be disadvantaged in regard to the provisions of Article XXXIX, Benefit Plans; Article XXXVIII, Vacations; Article XXXVIII, Leaves of Absence; or Article XXIX, Sickness or Injury Income due to participation in that program.
6. No less than one designated Association representative will be a member of the FASAP Advisory Committee, FASAP Evaluation Committee, and any other joint labor/management committee(s) which may be established within the University Hospitals to address issues related to programs and education on the subject of substance abuse and employees.

346

The University, except as otherwise provided by law or regulation, will schedule a special conference with the Association no less than ninety (90) calendar days prior to implementing any policy or program which requires testing employees for substance use. The Association may reconvene the conference no less than sixty (60) calendar days prior to the implementation

date to inform the University of its position regarding the proposed program.

ARTICLE XXXII

HOLIDAYS

SECTION A.

347 The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday. Operating units which have seven (7) days per week operations may observe Saturday and Sunday holidays on the day on which they fall rather than on the preceding Friday or following Monday.

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

349 Any employee may substitute up to three (3) holidays of the employee's own choice for any of the holidays designated above, within any July 1 to June 30 period, provided arrangements are made in sufficient time to provide for the substitution. In such a case, the provisions of this Article shall apply to the substituted holiday and not the holiday designated above. In the event that no work is provided such an employee on a holiday designated above, the employee will not be paid for that day unless the employee has made arrangements for a vacation day in accordance with the provisions of Article XXXIII (Vacations).

SECTION B.

350 The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed, except when half or more of an employee's work schedule occurs on the calendar day on which the holiday is observed and the balance of the work schedule

begins on the preceding day, the twenty-four hour period shall start with the employee's starting time on the calendar day preceding the calendar day on which the holiday is observed. When less than half of an employee's work schedule occurs on the calendar day in which the holiday is observed, even though the employee's starting time starts on the calendar day on which the holiday is observed, the twenty-four hour period shall end at the employee's starting time on the calendar day in which the holiday is observed.

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

351A For those employees whose normal schedule of work is a combination of 8 and 12 hour shifts, holidays observed on the employee's scheduled days off will be divided as equitably as practicable between those two shift lengths. Holidays observed on the employee's scheduled days of work will be equitably distributed between those shift lengths.

351B During a week in which a holiday falls, employees will be scheduled consistent with appointment fraction, including approved holiday time off, except during Thanksgiving week, in which one of the two holiday shifts may be included in the employee's appointment fraction.

SECTION C.

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

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

Injury Income) or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the individual employment obligation.

352A For a holiday not included in appointment fraction, which falls on the employee's scheduled day off, the employee will receive pay for the holiday determined by prorating the holiday according to the employee's appointment fraction and normal shift length.

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

SECTION D.

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

SECTION E. SEASON TIME

355 In addition to the holidays set forth in Section A., there shall be thirty-two (32) hours of time off to be designated during the December 15 through January 15 period on an individual basis by the Supervisor for each full-time

employee to meet operating requirements. Such time off shall be without loss in salary, including shift premium if applicable, provided the employee meets the same eligibility requirements set forth in Section C. for a holiday.

356 Each part-time employee normally scheduled to work eight (8) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the same eligibility requirements set forth in Section C. for a holiday, shall receive time off without loss in salary, including shift premium if applicable, on a basis which is directly proportionate to that of a full-time employee (32 hours times appointment fraction).

357 In the event that a full-time employee does not receive time off for some or all of the thirty-two (32) hours, or in the case of a part-time employee some or all of the determined pro-rata amount, the employee will be paid for the time worked at the employee's hourly rate and shift premium, if applicable. At the employee's option, the employee will receive pay for the unused season time hours at the employee's hourly rate and shift premium, if applicable, or an equivalent amount of time shall be added to the employee's vacation accrual and thereafter shall be subject to the provisions of Article XXXIII (Vacations).

SECTION F.

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

SECTION G.

359 In the event that it is necessary to make a deduction from the salary of an employee because the employee does not meet the eligibility requirements set forth in Section C., the amount

of the deduction will be the employee's hourly rate multiplied by eight (8), or whatever the employee's regular schedule of hours per day, plus shift premium for that day, if applicable.

SECTION H.

360 Between August 1 and August 15 1994, employees may request holiday time off on either Christmas day or New Years day.

361 Beginning January 1, 1995 there will be one holiday request period each year. Time off on the holidays will be granted in seniority order, highest to lowest, in order to meet staffing needs of the unit, according to the following:

362 1. From January 1 through January 15, employees may request holiday time off on not more than two (2) of the following four (4):

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

and

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

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

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

366 1. By February 1 of each year, each unit will post the tentative holiday schedule. The unit may institute a holiday on-call system by a majority vote of the unit employees.

367

During each May 1 through November 30, employees will be assigned so that no more than one (1) holiday variation exists between any two unit employees, unless they specifically request to do so or unless a more senior employee has elected an additional holiday off under the provisions of Paragraph 368. During each December 1 to April 30, no employee shall be granted two holidays off unless all employees who request holiday time off have been granted at least one holiday off. The following guidelines will be used:

368

1. If more employees are available to work on a holiday than are needed, the option of taking the holiday off will be offered in seniority order, highest to lowest. No employee will be allowed to take a second additional holiday off until all employees have had an opportunity for one additional holiday off. In the absence of volunteers to take the holiday off, employees will be assigned off in inverse seniority order, lowest to highest. Such assigned time off on holidays will be equitably distributed among employees on an annual basis, and will be assigned independent of any other assigned time off.

369

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

370

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

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

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

- c. Employees not assigned in accordance with a. or b. above will be assigned to the remaining available shifts based on seniority, highest to lowest;
- d. Requests to work other than one's normal straight shift or rotating shift may be honored provided that they do not prevent another employee from being scheduled in accordance with a., b., or c. above or require payment of overtime according to Article XV.

371 Nothing in this procedure precludes an employee from volunteering to work additional holidays.

372 4. If safe and adequate nursing care as determined by the supervisor cannot be guaranteed with these guidelines, more senior employees may be moved from their preferred shift first, and then others assigned to work a holiday they had requested off in inverse seniority order (lowest to highest). Any employee thus affected will be given an explanation by the supervisor.

373 An employee hired or an employee who transfers into a unit after January 15 will be permitted to request holiday time off for the applicable period consistent with the staffing needs of the unit for the holiday. An attempt will be made to schedule such employees for holiday time off, however, no employee with a valid request made during January shall be disadvantaged by the attempt to accommodate the request of such a transferring employee or new hire.

374 Once an employee is assigned, changes in assignment shall be at the discretion of the supervisor.

375 For the purpose of timely resolution of disputes arising from the scheduling of holidays, the Association Chairperson and the Manager of Staff and Union Relations (or their designates) will meet to resolve the matter. If the matter is not resolved at this meeting, it may be subject to Article XLVI (Dispute Resolution Procedure and Mediation Procedure)

and Article XLVII (Arbitration Procedure) beginning with step two.

ARTICLE XXXIII

VACATIONS

SECTION A. ACCRUAL

376 1. Except as provided in Subparagraph 2 and 3 of this section:

- a. Full-time employees assigned to a classification assigned to pay grade N-1 or N-2 accrue paid vacation time as follows:

<u>Seniority</u>	<u>Rate of Accrual per Calendar Month</u>
First five years	Eight (8) hours
Five through eight years	Twelve (12) hours
Over eight years	Sixteen (16) hours

- b. Full-time employees assigned to classifications other than classifications assigned to pay grade N-1 and N-2 accrue paid vacation time at the rate of sixteen (16) hours per calendar month.

377 Effective January, 1992, an increase in the rate of accrual shall be effective in the calendar month during which completion of the required years of seniority or a change in the overtime payment eligibility status occurs. The accrual for that month will be on a percentage basis depending upon the day of the month the event occurs as outlined in Paragraph 378.

378 2. During the calendar month in which a full-time employee starts or ends employment, or starts or returns from any leave of absence, the employee shall accrue paid vacation time on a percentage basis of the rate of accrual in Subparagraph 1 depending upon the day of the calendar month on which the event occurs as follows:

<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment Or Start of Leave of Absence</u>
One through ten	100%	None
Eleven through twenty	50%	50%
Twenty-one through end	None	100%

- 379 3. Except as provided in Subparagraph 2 above, an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which the employee is absent without pay for fifteen (15) or more work days. During any calendar month in which the employee is on an excused absence without pay for less than fifteen (15) but more than seven (7) work days, the employee shall accrue 50% of the employee's Subparagraph 1 accrual.
- 380 4. Part-time employees normally scheduled to work eight (8) or more hours per week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than eight (8) hours per week shall not accrue paid vacation time.
- 381 5. Paid vacation time accrues and is recorded at the end of each calendar month of employment.
- 382 6. No employee may accrue paid vacation time in excess of twenty-four (24) times the employee's rate of accrual per calendar month.
- 383 7. The University will give written notification to an employee at least two (2) months prior to the employee reaching maximum accrual.

SECTION B. ELIGIBILITY

- 384 No employee shall be eligible for paid vacation time, or receive pay in lieu of vacation time, before it accrues, or before completion of the probationary period except that probationary employees may use up to

twenty-four (24) hours of accrued vacation time for the purpose of taking the Michigan State Board exams.

SECTION C. PAY IN LIEU OF VACATION TIME

385 An employee will receive pay in lieu of paid vacation time (i.e., without taking actual time off from work) only after completion of the employee's probationary period and then only under the following circumstances:

- 386 1. Retirement; or
2. Start of a leave of absence, except that an employee who is granted a leave of absence for a period of six months or less shall, upon written request, have up to forty (40) hours of accrued vacation time retained, provided the request is made to the supervisor prior to the beginning of the leave of absence; or
3. Termination, for whatever the reason; or
4. Death, in which case a survivor will be paid; or
5. Layoff; or
6. If the hours of employment are reduced for an indefinite period of time, payment of vacation will be made for all accrued vacation hours in excess of the maximum accrual eligibility for the reduced employment.

SECTION D. PAY FOR ACCRUED VACATION TIME

- 387 1. Pay for vacation time shall be at the employee's rate of pay at the time vacation is taken, times the number of hours of accrued paid vacation time scheduled and used. Pay for vacation time shall be paid to the employee on the employee's regular pay day, except that an employee shall be paid for such vacation time in advance of the employee's vacation on the employee's regular pay day preceding the vacation, providing the employee is scheduled for ten (10) or more consecutive vacation days and the payment in advance is requested in

writing at least seven (7) calendar days prior to the pay day preceding the first day of such vacation. Shift premium, as set forth in Article XVI shall be paid for the number of hours of accrued paid vacation scheduled and used only by an employee who does not rotate from a shift for which the premium is payable.

- 388 2. Pay in lieu of vacation time shall be at the employee's rate of pay at the time the event set forth in section C. occurs, times the number of hours of accrued vacation time.

SECTION E. SCHEDULING OF PAID VACATION TIME

- 389 A. Holiday scheduling takes precedence over the granting of vacations.

- B. Paid vacation time shall be scheduled to meet the work requirements of the University on a unit basis in accordance with the following procedure:

- 390 1. Each unit will post, prior to December 1 of each year and at such other times as may be established by a unit, any limitations concerning the scheduling of vacations, including the election to close down any or all of the operations of the unit and schedule vacation during the close down period.

- 390A During the month of September 1994, requests will be made for December 1, 1994 through April 30, 1995.

- 391 2. Effective February 1, 1995 there will be one vacation request period each year for the period of May 1, through April 30. Each unit will accept vacation requests as follows:

- a. During the month of February each employee will initially sign up for a maximum of two weeks vacation in seniority order, highest to lowest. At the employee's option the two weeks vacation need not be consecutive. After all employees have vacation opportunities, the remaining vacation

time may be requested and granted in seniority order, highest to lowest.

b. The vacation schedules will be posted on April 1. (See Appendix D for complete Vacation and Holiday Request Times.)

392 3. Each unit will schedule vacations based upon these requests, except that when it is necessary to select from among employees with the same or overlapping requests, preference will be given to those whose request results in seven or more consecutive days of time off (including any paid holiday) and seniority.

393 Employees will be informed individually in writing whether their vacation request has been granted or denied.

394 4. If an employee's vacation request is denied or scheduled vacation is changed due to the needs of the unit, accrued vacation time will not be lost.

395 If an employee's vacation request is denied or scheduled vacation is changed due to the needs of the unit, payment of vacation time will be made, at the request of the employee, for all accrued vacation hours in excess of the maximum.

396 5. An employee who transfers into a unit and has not taken a scheduled vacation, loses that vacation preference unless the unit can accommodate the request made in the former unit. In such a case, the employee will be permitted to reschedule, consistent with the work requirements of the new unit.

397 6. Vacations which are not scheduled in accordance with the above procedure may be granted by the unit, provided it is requested in advance, on a first request, first granted basis.

398 When extraordinary circumstances beyond the control of the employee cannot be corrected in time for the employee to meet employment obligations, paid vacation time may be granted for the absence.

399 A unit may charge an employee's vacation accrual and pay an employee for an absence, even though it is an unexcused absence.

400 An absence covered by Article XXIX (Sickness or Injury Income) may be charged against accrued vacation time (at the option of the employee) and paid after all payments under Article XXIX have been exhausted.

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

ARTICLE XXXIV

SICK TIME AND VACATION TIME ACCRUAL ADJUSTMENT FOR PART-TIME EMPLOYEES

402 An employee's appointment hours should reflect the hours an employee is regularly scheduled to work. If a part-time employee has worked an average of at least eight (8) non-overtime hours per week in excess of their appointment hours for eight (8) consecutive weeks or more, the University will modify the employee's sick time (Article XXIX), supplemental disability income (Article XXX) and vacation time (Article XXXIII) accruals retroactively to the beginning of the period. This modification will result in an accrual which is directly proportionate to the maximum hours of sickness or injury income, supplemental disability income and paid vacation time for which a full-time employee is eligible.

ARTICLE XXXV

FUNERAL LEAVE PAY (BEREAVEMENT)

403 In the event of the death of an employee's spouse or a significant other non-related person living in the employee's household, or the son, daughter, parent (including step-parent), grandparent, brother, sister, grandchild (or the spouse of any of them), of either the employee or the employee's spouse, or any other related person living in the employee's household, an employee who attends the funeral or service

shall be granted time off work with pay plus shift premium if applicable. The amount of time off work with pay shall be only that which is required to attend the funeral or service and make necessary funeral or service arrangements, and (prior or subsequent to the funeral or service) financial, custodial, or other necessary arrangements for surviving family members. In no event shall such time off work with pay exceed three (3) work days as defined by the employee's work schedule and not to exceed thirty-six (36) hours. If additional time off is needed, the employee may request the use of accrued vacation time.

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

ARTICLE XXXVI

JURY AND WITNESS SERVICE

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

- 406 Compensation received as reimbursement for expenses incurred pursuant to jury or witness service shall not be used to reduce regular University compensation.

- 407 Whenever possible and without disrupting other employees' existing work schedules, an employee while on jury duty will be assigned to the day shift and a Monday through Friday schedule provided the schedule of work change does not require payment of an overtime premium. In this regard, employees should be assigned a

schedule which eliminates or minimizes employees from being scheduled to work on non-day shifts and/or not scheduled to work on days of jury duty. It is understood that this may mean a temporary reassignment from their normal shift rotation and/or the usual hours of work (e.g., twelve hour shifts changed to eight hour shifts).

408 Whenever an employee is directed by the University to testify in a case involving the University, such employee will receive pay for time lost from normal duties as if the employee were performing normal duties. If subpoenaed by the University, witness fees shall be offset against such pay. In addition, such an employee will receive expenses, if any, in accordance with University regulations.

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

ARTICLE XXXVII

ANNUAL MILITARY LEAVE

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

this Article for that period of time for which the employee received vacation pay.

ARTICLE XXXVIII

LEAVES OF ABSENCE

SECTION A. PERSONAL MEDICAL

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

411A The University will continue its portion of health benefit contributions during the first twelve (12) weeks, each twelve months, of any combination of personal medical, childcare and family medical leaves for those employees with twelve (12) or more months of service. In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The employee will continue to be responsible for paying their portion of health plan premiums. The Group Health Insurance Plan may be continued during a personal medical, family medical or childcare leave of absence beyond twelve (12) weeks provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

412 The leave of absence shall be for the period of continuing disability, but not to exceed twelve (12) months, unless extended by the University. In no case, however, shall a leave and extension exceed two (2) years. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physician's opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability. Arbitrary failure to follow accepted medical practice in treating a

sickness or injury shall be reason for discontinuing the leave of absence. The medical leave may be taken on an intermittent or a reduced effort schedule, but only when medically necessary. When an employee requests an intermittent or reduced effort schedule, the University may require the employee to temporarily transfer to an available alternative position, or alter an existing position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits for the first twelve (12) weeks of the leave.

SECTION B. DISABILITY

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

SECTION C. PERSONAL

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

SECTION D. MILITARY

- 415 An employee entering the military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee, or (3) a member of the Armed Forces Reserve or National Guard, either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth in Section I and the time required for placement. An employee on military

leave of absence shall not be eligible for benefits under the Disability Plan.

SECTION E. CHILDCARE

416

Following the birth, fostering, custody, adoption or preparation for any of the above of an employee's child, step child or legal ward under age eighteen, or eighteen years or older and incapable of self care, a non-probationary employee, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. In the case of the birth of a child, the childcare leave may begin the date upon which the employee's physician releases the employee to return to work. A leave of up to six (6) months may be taken anytime within the first twelve (12) months of the event. It must be taken in a single block of time and must be completed within one (1) year following the birth, adoption, fostering or preparation for any of the above. Thereafter, extensions may be granted by the University, but in no case shall a leave and extensions exceed one (1) year from the beginning of the childcare leave. The University will continue its portion of health benefit contributions during the first twelve (12) weeks, each twelve months, of any combination of personal medical, childcare and family medical leaves for those employees with twelve (12) or more months of service. In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The employee will continue to be responsible for paying their portion of health plan premiums. The group Health Insurance Plan may be continued during a personal medical, family medical or childcare leave of absence beyond twelve (12) weeks, provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

SECTION F. FAMILY MEDICAL

416A

A non-probationary employee who is unable to work because he/she is needed to care for a seriously or chronically ill family member will be granted a leave of absence without pay for up to twelve (12) weeks per year. The family medical leave may be taken on an intermittent or a reduced effort schedule, but only when

medically necessary for the family member. The University may require written medical certification of the need to care for the family member. When an employee requests an intermittent or reduced effort schedule the University may require the employee to temporarily transfer to an available alternative position or alter an existing position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits. The University will continue its portion of health benefit contributions during the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, childcare and family medical leaves for those employees with twelve (12) or more months of service. In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The employee will continue to be responsible for paying their portion of health plan premiums. The Group Health Insurance Plan may be continued during a personal medical, family medical or childcare leave of absence beyond twelve (12) weeks, provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.

For the purpose of this provision, "family members" will include the following: the employee's spouse or domestic partner with whom the employee shares living accommodations and expenses; and, without regard to place of residence, the child, sibling, parent or grandparent or other related individual whose care is the responsibility of the employee, spouse or domestic partner.

SECTION G. ASSOCIATION BUSINESS

417 A non-probationary employee who is elected or appointed to a full-time, official Association elective office, upon written request of the Association, shall be granted a leave of absence without pay not to exceed two (2) years or the term of the office or length of the appointment, whichever is less. Written notice, requesting an Association leave, will be given to the University, by the Association, as

far in advance as possible but in no event later than twenty (20) calendar days prior to the effective date of the Association leave. An employee on a leave for Association Business shall not be eligible for benefits under the Disability Plan.

SECTION H. LEAVE FOR GOVERNMENTAL SERVICE

418 An employee with at least one year of seniority may make a written request for a leave of absence if elected to a full-time public office. Such a leave will be limited to one term of office. An extension of the leave for a second term of office may be granted at the discretion of the Medical Campus Human Resources Department.

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

420 An employee with at least one (1) year of seniority may, upon written request, be granted a full-time leave of up to one (1) year, for active participation in a governmental volunteer program provided satisfactory written evidence of acceptance in such a program is submitted. Extensions of up to one additional year may be granted at the discretion of the Medical Campus Human Resources Department. An employee on a leave for governmental service shall not be eligible for benefits under the Disability Plan.

SECTION I. EDUCATIONAL LEAVE

421 An employee with at least one year of seniority may request, in writing, a leave in order: a) to pursue a full-time educational program or b) to fulfill a requirement for completion of an educational program which is

related to the current position or to positions to which the employee may aspire within the University. A leave of up to one year may be granted at the discretion of the University. One year extensions may be granted but in no case may the total leave, with extensions, exceed four calendar years or the employee's seniority, whichever is the lesser.

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

SECTION J. RETURN TO ACTIVE EMPLOYMENT

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

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

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

- 425 In addition, and in order to be eligible to return to active employment, an employee returning from a personal medical or childcare leave of absence must provide, at least fourteen (14) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work, except

that this shall not apply in the case of a childcare leave of absence granted for an adoption, fostering or custody.

426 At the conclusion of a leave of absence an employee eligible to return will be placed in the employee's former classification title, seniority and ability to perform the work available permitting. If the employee does not have sufficient seniority or ability to perform the work to return to the employee's former classification title, placement shall be consistent with the employee's seniority and ability to perform the work available. In cases where a leave is not for a fixed period of time or when the employee requests a return prior to the expiration of any leave, or extension, the return to active employment will be within the twenty-one (21) calendar day period after notice is given to the University.

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

427 If the leave was for a fixed period of time, and the return is timely, the employee's placement will be within seven (7) calendar days after the end of the date. If the return is not timely, the employee will be terminated unless extraordinary circumstances beyond the control of the employee prevented the employee from returning as scheduled, except that continuation of the reasons that the employee was granted a leave shall not be an extraordinary circumstance. If the employee was able to (1) seek a leave extension prior to the leave expiration or (2) notify the University that the return would not be timely, but did not, this exception to termination shall not apply.

SECTION K. GENERAL CONDITIONS

428 During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement, except as provided in Section D. of Article XXXIX, (Benefit Plans).

- 429 An employee who is granted a leave of absence for a period of six months or less shall, upon written request, have up to forty (40) hours of accrued vacation retained, provided the request is made to the supervisor prior to the beginning of the leave of absence.
- 429A Accrued vacation time need not be paid-off prior to commencement of a reduced effort schedule or intermittent personal medical or family medical leave of absence.
- 430 During a leave of absence in excess of six (6) months, an employee will not accrue work experience for purposes of determining the appropriate step on the Wage Schedule, Appendix A, except in cases when the University evaluates the education gained on an educational leave to be equivalent to work experience.
- 431 Subject to, and consistent with, the Group Health Insurance Plan, the University will continue its portion of health benefit contributions during the first twelve (12) weeks, each twelve (12) months, of any combination of personal medical, child care and family medical leaves for those employees with twelve (12) or more months of service. In no case will University contributions to health and dental benefits exceed twelve (12) weeks annually. The group Health Insurance Plan may be continued during a personal medical, childcare or family medical leave of absence beyond twelve (12) weeks, provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.
- 432 Subject to, and consistent with, the Group Life Insurance Plan, coverage may be continued during a leave of absence, provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University Disability Plan.
- 433 During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan, provided, however, that subject to, and consistent with, the Retirement Plan an employee

on a leave of absence may continue active participation by making direct payment of any amount to the University in the manner prescribed by the University.

434 Unless otherwise specifically provided by this Agreement, leaves of absence will not be granted to an employee who is laid off nor will an extension of a leave be granted if the employee would have been laid off had the employee been working during the employee's leave.

435 Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

436 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions.

437 Request for leaves of absence under Section H. will be at the discretion of the University if an employee has not been actively employed at least one (1) calendar year since the end of a leave of absence granted under Section C., E., H., and I.

SECTION L. SEASONAL LEAVE OF ABSENCE

438 Notwithstanding other provisions of this Article, an employee with seniority whose appointment is 75% or more may be granted a seasonal leave of absence without pay by the University for a period of not less than three (3) weeks nor more than four (4) months. The use of this leave shall be limited to employees in units which have an identified seasonal fluctuation of clients. Vacation and sick pay accrual shall cease during the period of seasonal leave of absence and shall resume upon return to work. University contributions to health, dental and life insurance will continue during the seasonal leave of absence and employee contributions to these plans (if any) will be deducted from the last paycheck prior to the seasonal leave.

439 An employee may work for another employer while on a seasonal leave. An employee returning from a seasonal leave will be assigned

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

ARTICLE XXXIX

BENEFIT PLANS

440 Each plan shall be as provided by the University and may be amended, but not eliminated. In the event of changes in benefits, the Association will be notified prior to the effective date of the change. If the University increases its monthly contributions or improves benefits provided in this Article for University employees not represented by a labor organization, it will increase its monthly contribution and provide the improved benefits for employees in the bargaining unit in the same manner and to the same extent.

SECTION A. HEALTH INSURANCE

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

442 During 1992, the employer will contribute up to \$317.71 per month toward the cost of the group health care programs offered by the University and the employee will contribute \$103.02 per month for full family coverage if the total premium for full family coverage does not exceed \$420.73 per month. If the total premium exceeds or is less than \$420.73, the \$317.71 and \$103.02 shall change to reflect one-half the increase or decrease. However, the University contribution toward any group health care program selected shall not exceed the contribution toward premiums of the Blue Cross/Blue Shield and United of Omaha Major

Medical plans for one person, two persons, or full family coverage.

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

SECTION B. GROUP LIFE INSURANCE

444 During the term of this Agreement, a Group Life Insurance Plan will be provided and maintained for employees, with no less than the following determined by the employee's age and base annual salary:

<u>Full-Time Annual Rate</u>	<u>Amount of Insurance for Full-Time Employees</u>		
	Less than <u>Age 40</u>	<u>40-49</u>	<u>50-64</u>
29,500-33,499	100,000	83,000	66,000
33,500-37,499	111,000	93,000	74,000
37,500-41,499	123,000	103,000	82,000
41,500-45,499	135,000	113,000	92,000
45,500-49,499	147,000	123,000	100,000
49,500-53,499	159,000	133,000	106,000
53,500-57,499	171,000	143,000	114,000
57,500-61,499	183,000	153,000	122,000
61,500-65,499	195,000	163,000	130,000
65,500-69,499	207,000	173,000	138,000
69,500-73,499	219,000	183,000	146,000
73,500-77,499	231,000	193,000	154,000
77,500-81,499	243,000	203,000	162,000
81,500-85,499	255,000	213,000	170,000
85,500-89,499	267,000	223,000	178,000

<u>Full-Time Annual Rate</u>	<u>Monthly Employee Contribution Full-Time Employees</u>			
	Less than <u>Age 30</u>	<u>30-39</u>	<u>40-49</u>	<u>50-64</u>
29,500-33,499	10.00	15.00	20.75	26.40
33,500-37,499	11.10	16.65	23.25	29.60
37,500-41,499	12.30	18.45	25.75	32.80
41,500-45,499	13.50	20.25	28.25	36.80
45,500-49,499	14.70	22.05	30.75	40.00
49,500-53,499	15.90	23.85	33.25	42.40
53,500-57,499	17.10	25.65	35.75	45.60
57,500-61,499	18.30	27.45	38.25	48.80
61,500-65,499	19.50	29.25	40.75	52.00
65,500-69,499	20.70	31.05	43.25	55.20
69,500-73,499	21.90	32.85	45.75	58.40
73,500-77,499	23.10	34.65	48.25	61.60
77,500-81,499	24.30	36.45	50.75	64.80
81,500-85,499	25.50	38.25	53.25	68.00
85,500-89,499	26.70	40.05	55.75	71.20

Note: From age 65 to age 70, your insurance reduces gradually to \$2,000. For the schedule of decreasing insurance during this period, please refer to your Group Life Insurance Certificate or contact the office of Staff Benefits.

SECTION C. TRAVEL ACCIDENT INSURANCE

445 During the term of this Agreement, the
Travel Accident Insurance Plan shall be without
cost to the employee and no less than the
following will be provided and maintained.

- 446 1. The amount of the principal sum of insurance
for employees shall be \$50,000 or five (5)
times base annual salary, whichever is more,
except as the amount may be reduced
proportionately by a catastrophic accident.
- 447 2. The principal sum will be paid for loss of
life or any two members (hand, foot, or
sight of one eye).
- 448 3. One-half the principal sum for loss of any
one member.
- 449 4. Disability benefits.

SECTION D. LONG TERM DISABILITY PLAN

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

- 451 1. The University will pay the entire cost for
coverage, except during the first four (4)
years of service when the employee must pay
the entire cost for coverage on all base
income, and except on base income over
\$30,000 per year after four (4) years of
service.
- 452 2. Disability is defined as the complete
inability, by reason of any medically
determined physical or mental impairment, as
determined by the University, to engage in
any occupation or employment, for which the
employee is reasonably fitted by education,
training or experience. The impairment must
have lasted or be expected to last for a
continuous period of not less than twelve
(12) consecutive months from the employee's
last day of work, or be expected to result
in death.

- 453 3. An eligible employee, normally scheduled to work twenty (20) or more hours per calendar week, shall receive a disability income which shall be 65% of the employee's monthly base income (40% of base salary above \$50,000), not to exceed \$5,000 a month after offsetting for income from other sources. (Monthly base income is calculated as follows: hourly rate times 2080 divided by 12).
- 454 4. In the event that cash benefits are received from Social Security, Worker's Compensation, Veteran's Benefits, University Travel Accident Plan, or any other University, Government, or Public Program, the disability income set forth in 3 above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 65% of the employee's monthly base income.
- 455 5. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions, both University's and employee's shall be made by the University, if and when applicable as provided in the Disability Plan.
- 456 6. The University, whenever possible, will aid the employee receiving Long Term Disability Plan benefits in obtaining employment of a rehabilitative nature either with the University or with other organizations. In the event of such employment, disability income will only be reduced by an amount equal to the one-half earnings received from this employment.
- 457 7. Benefits are continued to the earliest of recovery, death or retirement at age 65.

SECTION E. RETIREMENT PLAN

- 458 During the term of this Agreement the TIAA/CREF Retirement Plan, with no less than the following will be provided and maintained:
- 459 1. The University will contribute an amount equal to ten (10%) percent of the employee's earnings each month and the employee will

contribute an amount equal to five (5%) percent of the employee's earnings each month, or

- 460 2. At the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five (5%) percent of the employee's Social Security base earnings each month and the employee will not contribute. When earnings are in excess of the Social Security base, 1 above shall apply.

SECTION F. DENTAL ASSISTANCE PLAN

- 461 During the term of this Agreement, no less than the Dental Assistance Plan schedule of benefits in effect at the execution date of this Agreement will be provided and maintained.

SECTION G.

- 462 No matter concerning the terms of any of these plans shall be subject to the Dispute Resolution and Arbitration Procedures of the Agreement, except for questions concerning the specific provisions of the Article.

ARTICLE XL

COMMITTEES

SECTION A. NURSING PRACTICE COMMITTEES

- 463 The University will appoint at least one (1) Clinical Nurse I, one (1) Clinical Nurse II, and one (1) Nurse from a classification in pay grades N-3 or N-4 to the centralized Nursing Practice Committee, current decentralized Nursing Practice Committees, and future decentralized Nursing Practice Committees that may be established as long as such committees exist. These nurses shall be selected from the various clinical areas represented in University of Michigan Hospitals.

- 464 Each unit will post the membership list, dates and meeting times of the centralized Nursing Practice Committee and the decentralized Nursing Practice Committees in the appropriate areas. All employees are encouraged to present

their views to a member of the Nursing Practice Committees prior to meetings.

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

467 Employees who have been designated regular members of the Nursing Practice Committees shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting or assigned activities for the Nursing Practice Committees.

468 It is also understood that forums other than these Nursing Practice Committees are used to discuss nursing practice issues. Clinical Nurse I's and/or Clinical Nurse II's are represented in these forums.

SECTION B. OTHER COMMITTEES

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

SECTION C.

468B (See ARTICLE XIV, Workload Review)

SECTION D.

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

ARTICLE XLI

INCLEMENT WEATHER

469 In the event of inclement weather conditions, University Hospital will endeavor to maintain all of its services. To that end, employees will make every effort to get to work. In the event that an employee is unable to get to work, the employee will:

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

472 Employees who are at work shall be prepared to remain at work, if necessary, until such time as the inclement weather conditions have subsided and other employees report to work to replace them. Once inclement weather conditions have subsided and other employees report to work to replace them, employees who were transported to work by the University during the inclement weather period will, at the employee's option, be provided with transportation home by the University. The University will endeavor to provide this transportation within two (2) hours.

473 Subsequent to the declaration of an Inclement Weather Period by the University, employees who came to work shall, in addition to their regular pay, have added to their vacation accrual an amount of time equal to the hours actually worked. Time lost from work during such an Inclement Weather Period shall be without loss of regular pay provided the employee meets the conditions as set forth in #1 and #2 above.

ARTICLE XLII

TUITION REFUND PROGRAM

SECTION A. ELIGIBILITY

474 A full-time employee will be eligible to receive a tuition refund as provided in Section

C of this Article if (1) the employee has more than six (6) months service at the time of enrollment in an educational course approved by the University at, or through, an educational or training institution approved by the University, and (2) the employee has successfully completed the educational course and (3) the employee was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses (B or better on a graduate level) and a certificate of satisfactory completion for a noncredit course. (4) The course cannot be used to further the employee's educational degree attainment beyond the Master's degree level. (Courses in professional programs in Law, Medicine, and Dentistry are specifically excluded from this program.)

475 An "educational course", within the meaning of this Article, is one which either (1) is job-related or (2) prepares the employee to enroll in one that is job-related. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

476 An education or training institution will be approved by the University if the institution is recognized by the Veteran's Administration or in the most current edition of Accredited Institutions of Post-secondary Education as an approved institution.

SECTION B. AMOUNT OF REFUND

477 An eligible employee will receive a tuition refund of:

- A. At the University of Michigan: Up to 75% of the cost of in-state tuition for up to four (4) credit hours per term (eight per fiscal year). For courses of fewer than four credit hours for which 75% of the cost is less than \$600, up to \$600 per term (\$1200 per fiscal year) may be reimbursed.
- B. At other institutions: Up to 75% of the cost of tuition paid or \$600,

whichever is less, per term (\$1200 per fiscal year).

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

SECTION C.

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

SECTION D.

480 A part-time employee who is appointed to work 50% (20 hours per week) or more shall be entitled to Tuition Refund Benefits provided that the employee meets the other eligibility requirements of Section A. of this article.

481 The amount of Tuition Refund Benefit for qualified part-time employees shall be pro-rated based on the employee's appointment fraction at the time the employee begins the course(s). (For example, an employee who is appointed to work 24 hours per week ($24/40 = 60\%$ appointment fraction) would be entitled to a maximum of $60\% \times$ (Fee for 4 hours of Instate University of Michigan tuition) or $60\% \times \$600$ or $\$360$ for tuition refund for one term or $60\% \times \$1200$ or $\$720$ for one year).

482 Part-time employees who qualify for the Tuition Refund on a pro-rated basis are not eligible to take the course during working hours and be paid for the time to attend class. It shall be at the discretion of the employee's supervisor if special scheduling can be devised

to allow the part-time employee to attend the class(es).

ARTICLE XLIV

OCCUPATIONAL HEALTH & SAFETY

SECTION A.

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

485 A Safety Committee of University and Association representatives shall meet once a month for a regularly scheduled meeting to discuss unsafe conditions and safety ideas. At least one calendar week prior to the meeting, the University and/or the Association shall submit an agenda of matters to be discussed to the other party. If no such agenda is submitted, there shall be no meeting. If the Safety Committee feels that an investigation should be made concerning a particular practice or rule that affects the safety of employees, one regular Association member and one regular University member shall be designated to promptly investigate and thereafter report their findings to the Safety Committee which may make an appropriate recommendation to the University. The University shall respond in writing to the Safety Committee within seven (7) calendar days after receipt of any recommendation requesting action. Nothing in this section shall preclude or limit the University from conducting its own investigations and taking whatever action it deems necessary at any time. Representatives of the Association, not to exceed four (4), who have been designated as regular members of the Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting or participating in an investigation for the Safety Committee. The University and the Association shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members.

SECTION B.

486

An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as possible. If the injury is to the extent of doctor's or hospital care, arrangements will be made by the University to provide care in the University Hospital, if practicable, otherwise to another medical facility. The injured employee shall be paid at the employee's regular rate of pay, plus shift premium, if applicable, for the time lost from work, provided the employee returns to work, and finishes out the shift following treatment, unless the employee is told not to return to work by the health care provider in which case the employee's pay shall cease on completion of treatment. In no event, however, shall the employee be paid for time beyond the quitting time of the employee's scheduled shift or for any overtime hours.

SECTION C.

487

1. Non-emergent, work-related health care will be provided to employees for:
 - a. reported work-related illness or injury;
 - b. evaluation for contagious condition potentially harmful to patients or co-workers; and
 - c. potential work-related infections or chemical exposure.

488

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

- h. employee information about infectious diseases and/or occupational health risks.

SECTION D.

489 The location for provision of the services described in Section C1 and C2 will be the Employee Health Service for Hospital-based employees and at a location designated by the University for non Hospital-based employees. Non Hospital-based employees will be informed as to what services are available and the location where those services will be provided.

SECTION E. DEFINITION

490 Hospital-based employees include:

- a. employees paid in whole or in part on a hospital account;
- b. employees paid in whole or in part on a departmental Medical Service Plan account; and
- c. all University paid employees whose work assignments require them to be in the hospital for any portion of their time. For this population, a work-related illness or injury must be directly related to the hospital work assignment.

SECTION F.

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

492 Whenever an employee requires emergent health care or during hours when the Employee Health Service or other designated location is not open, employees may be referred by their supervisor to Emergency Services. Employees shall be advised by their supervisor or designate of the appropriate procedure to follow when he/she is not available.

493 In addition, the supervisor or designate may send an employee on work time to the Employee Health Service or other designated location for any occupational health service which enables the employer to meet requirements of outside

agencies and University policies. Employees utilizing the Employee Health Service or other designated locations or Emergency Services will not be paid beyond their regular schedule of work.

494 Treatment of job-related acute or chronic illnesses and injuries affecting an employee's ability to work by the Employee Health Service or other designated location or Emergency Services shall be at no cost to the employee. Employees who are subsequently referred to other clinics because of a job-related illness or injury will not be required to pay for the services provided. However, employees may be charged for health care received in the Employee Health Service or other designated location or Emergency Services if it is subsequently determined that the illness or injury was not job-related.

495 Services specified as being provided in this Article shall be provided at no cost to employees.

496 For the purposes of this Article, the University shall notify the Association of any changes in the definition of Hospital-based employees or in the services provided by the Employee Health Service or other designated location.

ARTICLE XLV

DISCIPLINE

SECTION A. JUST CAUSE

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

SECTION B. REPRESENTATION BY ASSOCIATION

498 When a supervisor wishes to conduct an investigatory interview with an employee, the supervisor will inform the employee of the purpose of the meeting. If the circumstances are such that the employee reasonably believes that disciplinary action could result, the employee may request the presence of the employee's Association Representative for the meeting. In such an event, the supervisor will

call for an Association Representative. If the Association Representative is not available, the employee may opt to continue meeting or postpone and reschedule within 24 hours or on the next mutual working day. It is understood that this section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the Association Representative. When the supervisor has concluded the investigatory interview, the Association Representative may ask questions for clarification or offer additional relevant information. It is understood that the dispute resolution procedure is the appropriate procedure for review of the merits.

SECTION C. NOTIFICATION TO ASSOCIATION

499 As soon as possible the University will orally notify the Association Chairperson, or other person designated in writing, if available, of the disciplinary layoff or discharge.

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

SECTION D. REVIEW PROCEDURE

- 501 The parties agree that discipline should be both corrective and progressive rather than punitive. In this regard, the University will follow a discipline procedure which is corrective and progressive. In any individual situation, the extent of disciplinary action taken will depend on the facts and circumstances available at the time the decision is made. In cases of serious misconduct, steps of progressive discipline may be omitted.
- 501A Six (6) months following the issuance of a disciplinary letter, and at the employee's request, the manager will write a second letter reflecting the employee's current status. In addition, letters of discipline more than two (2) years old will not be considered in transfer/promotion decisions. Such letters shall not be used in progressive discipline. For those disciplinary cases that rise to the level of disciplinary layoff or discharge, letters of discipline which are more than two (2) years old and indicate a trend or pattern may be used.
- 502 The University will not discharge, suspend or give a disciplinary layoff to an employee over the telephone provided that the employee agrees to return to work to meet with the supervisor.
- 503 The University shall notify the Association Chairperson, or other person designated in writing, prior to discharging an employee. Thereafter, and prior to final decision by the University, the Association, through its Association Chairperson or other designate, shall have the opportunity to review the case with University representatives, provided such review is requested by the Association within two (2) calendar days after notification by the University of such proposed action.
- 504 This review shall be held within two (2) calendar days after request by the Association. The employee and immediate supervisor will be at the review unless this requirement would not permit the review to be held within the two (2) calendar day period because of the unavailability of the employee or the absence

from work of the supervisor, provided however, that the University and the Association may arrange for another mutually agreeable time.

505 In addition to the employee, if available, the Association may have not more than two (2) representatives of the Association, who are also employees, in attendance at the review.

506 Any employee who loses time from the employee's assigned regular schedule of work while attending such a review shall do so without loss of pay, provided the employee receives permission from the employee's immediate supervisor to leave work and the employee reports back to the employee's immediate supervisor when the review has been completed.

507 The Association may have not more than two (2) non-employee Association Representatives present at such a review.

SECTION E. SUSPENSION

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

SECTION F. REMOVAL FROM PREMISES

509 When the University intends to order an employee to leave work for disciplinary reasons, the employee's Association Representative shall be notified by the University and, without loss of time or pay, be afforded the opportunity to be present and hear the reasons, and thereafter be afforded the opportunity to consult with the employee for a reasonable period of time at a place provided by the University before the employee leaves the premises. If, however, the immediate removal of the employee from University premises is necessary to prevent

injury to the employee or others or disruption of the workplace, such opportunity need not be afforded. In such a case the University shall notify the Association of the incident. It is understood that this Section does not prevent the suspension of the employee or notice to the employee of the disciplinary action taken before the arrival of the Association representative or notice to the employee that the representative has been called. When the supervisor has concluded, the Association Representative may ask questions for clarification or offer additional relevant information. It is understood that the dispute resolution procedure is the appropriate procedure to review the merits of the disciplinary action taken.

SECTION G. REVIEW OF DISCIPLINE/DISCHARGE

510 A dispute which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) alleges that no just cause in fact exists, or that the disciplinary action was taken arbitrarily and was clearly excessive, may be processed at the written option of the Association through either the Arbitration Procedure or Section H. of this Article provided, in either option, that the dispute is submitted in writing at Step Two of the Dispute Resolution Procedure within seventy-two (72) hours after receipt by the Association of the University's notice under Section C.

511 Failure to submit a written dispute by the Association on behalf of the employee within three working days following written notification to the employee shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

512 If any dispute alleging a violation of this Article should be taken to arbitration, the Arbitrator's authority shall be limited to the fact question of whether there was just cause and as follows:

513 1. If the Arbitrator finds there was just cause, the Arbitrator may modify the disciplinary action taken only if it:

514 a. was taken arbitrarily, or

- 515 b. was excessive; otherwise, the Arbitrator must affirm it.

SECTION H. IMPARTIAL REVIEW PANEL

- 516 A dispute which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) such disciplinary action is based on the employee's failure to meet recognized University nursing practices and policies when such failure is not the result of the employee's incompetence, and (3) which is not resolved at Step Two of the Dispute Resolution Procedure may be appealed to the Impartial Review Panel, only by the Association, provided, however, that written notice of intent to appeal to the Panel must be received by the Chairperson of the University Review Committee within the ten (10) calendar day period following the receipt by the Association of the University's Step Two answer.
- 517 If the Association exercises its option (as provided in Section G.) to use this Section, the procedure provided in this Section will be the sole and exclusive procedure to resolve the dispute and the decision of the Panel will be final and binding on all the parties.
- 518 1. The Impartial Review Panel will be composed of three (3) members according to the following provisions:
- 519 a. Within ten (10) calendar days after receipt by the University, of notice of intent to appeal, the Chairperson of the University Review Committee and the Chairperson of the Association will each submit the name of one (1) Michigan Registered Nurse who is not an employee of the University of Michigan Hospital nor the Michigan Nurses Association. These two (2) members will mutually select, within the succeeding fourteen (14) calendar days, a third member who must not be a Registered Nurse.
- 520 b. The three (3) members shall select one (1) of their numbers to be Chairperson who shall preside at the hearing and who shall report, in writing, the Panel's

findings and decision to the University and the Association.

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

for either the University or the Association shall be paid by the party producing the witness or hearing the Representative.

ARTICLE XLVI

DISPUTE RESOLUTION PROCEDURE AND MEDIATION PROCEDURE

SECTION A. DEFINITION OF A DISPUTE

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

SECTION B. GROUP DISPUTE OR COMBINED DISPUTES

531 A group dispute is a dispute which concerns more than one (1) employee and involves a common fact situation and the same provision(s) of the agreement. In such a case it shall be sufficient for not more than two (2) employees to file the dispute on behalf of all named and similarly affected employees.

532 In addition, the Chairperson of the Association and the representative of the Medical Campus Human Resources Department may agree to combine more than one (1) dispute for the purpose of expeditiously processing the dispute through the dispute resolution procedure.

533 In the event that the group dispute, or the combined disputes, involves employees from more than one department or unit, it may be filed by the Association at Step Two of the Dispute Resolution Procedure.

SECTION C. ASSOCIATION DISPUTE

534 An Association dispute is defined as a disagreement, other than one which can be processed under Section A. or B. above, arising under and during the term of this Agreement, between the University and the Association

concerning the interpretation and application of the provisions of this Agreement.

535 In the event that the Association has a dispute, it shall begin at Step Two of the Dispute Resolution Procedure, provided the dispute is submitted within the thirty (30) calendar day period following the day on which the Association had knowledge of the facts giving rise to the dispute.

SECTION D. REPRESENTATION

536 1. Association - The Association will be represented in the Dispute Resolution Procedure as follows:

537 a. The number of district representatives shall not exceed one (1) per unit. In addition, there may be up to two (2) Alternate District Representatives for each Representation District set forth in Appendix C. The Alternate District Representatives shall only function as an Association Representative when the District Representative is not available to represent the involved employee. The Alternate District Representatives shall be designated by the Association as First Alternate and Second Alternate and will be called in that sequence.

538 b. There may be one Chief Representative for each combination of districts as set forth in Appendix C. Each Chief Representative shall be a non-probationary employee working in one (1) of the representation districts.

539 c. The Association Chairperson who shall be a non-probationary employee.

540 d. When a District Representative has a dispute he or she may be represented at Step One of the Dispute Resolution Procedure by the alternate District Representative. When a Chief Representative has a dispute he or she may be represented at Step One of the Dispute Resolution Procedure by the District Representative and at Step Two of the Dispute Resolution Procedure by

another Chief Representative designated by the Association Chairperson.

541 e. In the absence of a District Representative and both alternate District Representatives, the involved employee will be represented by the employee's Chief Representative. In the absence of all of the above the Association Chairperson may designate another District or Chief Representative or any non-probationary employee by oral notification to a representative of the Medical Campus Human Resources Department.

542 f. A District Representative, alternate District Representative, Chief Representative, or the Association Chairperson, may be granted a necessary and reasonable amount of time off from the person's assigned schedule of work, without loss of time or pay while directly involved in the manner provided at the appropriate step of the Dispute Resolution Procedure. Such Association Representative shall receive permission from their immediate supervisor to leave their work and must report back to their immediate supervisor when their part in the procedure has been completed.

543 At the request of the Association Chairperson, and provided satisfactory arrangements are made through the Medical Campus Human Resources Department, the Association Chairperson may be granted a reasonable amount of time off in accordance with provisions of this paragraph to investigate a dispute in accordance with the arrangements that have been made. In the absence of the Association Chairperson made known to the Medical Campus Human Resources Department in advance and in writing, any non-probationary employee designated by the Association may function as a substitute for the Association Chairperson for the purpose of this paragraph.

- 544 2. University - The University will be
represented in the Dispute Resolution
Procedure as follows:
- 545 Step 1 -- The immediate supervisor of the
involved employee.
- 546 Step 2 -- The Director of Nursing or
designee. At the discretion of the
Association and the University, the manager
may attend the Step Two hearing.
- 548 3. List of Representatives.
- 549 a. The Association shall furnish the
Chairperson of the University's Review
Committee with a list of the Association
Representatives by Representation
District. Any change in the list shall
be reported promptly in writing, by the
Association to the Chairperson of the
University's Review Committee. The
University shall not recognize any
employee as an Association
Representative or Alternate
Representative without such notice,
except that in an emergency the
Association Chairperson may designate
any non-probationary employee as a
substitute Representative. This
designation may take place by oral
notification to the University to be
followed by written notification as set
forth above.
- 550 b. The University shall furnish the
Chairperson of the Association with a
list of its Assistant Directors of
Nursing, Director Associates, Directors
of Nursing and Department Heads and
their office locations, and the members
of the University Review Committee. Any
change in the list shall be reported
promptly in writing by the University to
the Chairperson of the Association.

SECTION E. DISPUTE RESOLUTION PROCEDURE

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

552 1. STEP ONE -- Any employee having a dispute, or one member from the employees having a group dispute, may discuss the matter with the employee's immediate supervisor. At the involved employee's option, the employee's District Representative will be called by the immediate supervisor and may be present during and participate in, the discussion. If a resolution is not reached during this discussion, provided that the request is made not later than thirty (30) days from the date an employee has knowledge of the facts surrounding a dispute, the employee may request further discussion. In this event, an interest-based problem solving meeting will be held, with the employee, the employee's supervisor, an Association Representative and, at the supervisor's discretion, an assistant director of nursing. During this meeting, the parties should identify the issue(s) of concern, the interests of the parties, and options for resolution.

553 2. STEP TWO -- If no mutually satisfactory resolution of the dispute is developed during the above discussion(s) or no decision is communicated to the employee within the fourteen (14) calendar day period following the conclusion of the STEP ONE discussion(s), an appeal may be submitted to the Director of Nursing, provided the appeal is submitted within the thirty (30) calendar day period from which the first step discussions with an Association Representative first began.

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

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

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

557 Within twenty-one (21) calendar days following receipt of an appeal by the Office of the Director of Nursing, a STEP TWO meeting, attended by the Director of Nursing or Department Head or a designee and the Association Area Representative or designee, will be convened to review the appeal with the employee, the employee's supervisor and other individuals who can contribute relevant facts concerning the dispute and to continue problem solving, utilizing an interest-based problem solving model. Where the involved employee is not scheduled to work on the designated day of the meeting, it is the employee's option to attend the hearing on that day or to have the meeting rescheduled to another mutually agreeable day. In the event of a dispute which is appealed directly to STEP TWO, the Association Chairperson and the Manager of Staff and Union Relations may be present.

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

1. A statement of the dispute;
2. the interests of the involved parties;
3. the relevant provisions of the Agreement;
4. remedies or options identified to resolve the dispute;

5. Either

the agreed upon resolution, signed by the University and the Association,

or

a summary of the previous discussion(s)

Where the Association and the University are unable to resolve their differences, the Association may request that the University supply a written statement entailing the Employer's position in the matter. The

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

- 557B A representative(s) of the appropriate operating or administrative unit may be included in the discussions at this meeting. In addition to the Chairperson of the Association and the involved employee, the Association may have an employee who is not scheduled to work during the time of this meeting and not more than two (2) representatives from the Michigan Nurses Association State Office at the meeting. Within the thirty (30) calendar day period following such a meeting, the Chairperson of the Association will be given a copy of the written STEP TWO answer. In the event that this time period is not met, the University will notify the Chairperson of the Association, explaining the reasons for the delay.
- 557C Neither the University nor the Association intend that the above process be used to renegotiate provisions of the Agreement, nor shall the University, the Association or employees be compelled, by reason of their participation in the above process, to compromise their rights and benefits under the Agreement or applicable law.

SECTION F. MEDIATION SYSTEM

- 558 The Association and the University agree that mutual problem solving is the preferred manner to resolve differences.
- 559 Within ten (10) calendar days following receipt of the second step answer and upon agreement of the Association and the University, a system of mediation may be used prior to filing for arbitration. In addition, upon agreement of the Association and the University, mediation may be used to resolve issues of concern that do not fall under the dispute resolution procedure. Parties present during mediation shall be the Manager of Staff and Union and the Director of Nursing or their designees, the Chairperson of UMPNC, the appropriate Chief Representative, a representative of MNA, and the grievant. The Association and University must mutually agree and select a mediator, who shall not be an

employee of the Association or the University, in the following manner:

- 560 1. A list of mediators will be jointly developed by the Association and the University within 60 calendar days of execution of this contract.
- 561 2. The list can only be altered by mutual agreement of the Association and the University.

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

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

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

SECTION G. TIME LIMITS ON APPEALS

- 565 1. Any complaint or dispute not processed within the specified time limits shall be considered settled on the basis of the last answer and not subject to further review, but shall not prejudice the position of either party with respect to a dispute involving the same issue at that unit or any other unit of the University.
- 566 1a. If a dispute has not been heard within thirty (30) calendar days of the filing date, and there is no extension granted, the dispute may be submitted to the next step of the dispute resolution and arbitration procedure.
- 567 2. A dispute may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the dispute is reinstated, financial liability, if any, shall date only from the date of such reinstatement, provided, however,

reinstatement must occur within the specified time limits for appeal.

- 568 3. Where one or more disputes involve a similar issue, those disputes by mutual agreement may be held in abeyance without prejudice, pending the deposition of an appeal, to STEP TWO or arbitration of a representative case. In such event, financial liability, if any, will not be affected except as set forth in other Articles of this Agreement.
- 569 4. Whenever time limits are used in this Article, actual receipt or a postmark, if mailed, will control.

SECTION H. TIME LIMIT ON CLAIMS

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

SECTION I. CLARIFICATION OF INTENT

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

SECTION J. CONFIDENTIALITY OF DISPUTE RESOLUTION PROCEDURE

- 573 Information and data related to matters processed through Article XLV Discipline or Article XLVI, Dispute Resolution Procedure and Mediation Procedure and Article XLVII, Arbitration Procedure, should not be disclosed

to any individuals other than those whose duties require such knowledge.

- 574 In the event discipline and disputes are used as part of a training or educational program, the name or names of the disciplined or involved employees will be deleted.

ARTICLE XLVII

ARBITRATION PROCEDURE

- 575 1. Notice of Arbitration - Any dispute as defined in Section A., B. or C. of this Article which is not resolved at STEP TWO within the thirty (30) calendar day period following the discussion at STEP TWO, may be submitted to arbitration only by the Association, provided, however, that written notice of intent to arbitrate must be received by the Chairperson of the University Review Committee within the thirty (30) calendar day period following receipt by the Association of the STEP TWO answer, or within sixty (60) calendar days of the discussion at STEP TWO, whichever date comes first. At the request of the Association prior to the end of the time period, and on a case by case basis, the thirty (30) or sixty (60) calendar day period may be extended by the University. Such notice shall identify the dispute and the issues, set forth the provisions of the Agreement involved, and set forth the rationale explaining how the Agreement has been violated and the remedy desired. If no such notice is given within the prescribed time limit, the dispute shall be considered settled on the basis of the STEP TWO answer.
- 575A 2. Selection of an Arbitrator - Following the written notice to the Office of Staff and Union Relations, the University and the Association shall attempt to select an arbitrator. If an arbitrator is not selected, then an effort will be made to agree upon the agency which will provide a list of arbitrators. In either case this effort to agree will take place within the forty-five (45) calendar day period following receipt of the written notice. Thereafter, the Association, or the

University or both, within the next ten (10) calendar days only may request the agency selected, or if none is mutually agreed upon, either the American Arbitration Association, the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commissions, to submit a list of five (5) or more qualified arbitrators, none of whom may be in the employment of the University. If both the University and the Association independently solicit a list from a different agency, the earliest postmarked request shall determine which list is to be used if the parties can not mutually agree on another arrangement. If one of the arbitrators on the list is not mutually agreeable, a second list, from the same agency, will be requested. If none of the arbitrators on the second list is mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as the arbitrator. The University and the Association, on a case by case basis, may change, by mutual and specific agreement, either or both of the ten (10) or forty-five (45) calendar day periods set forth above.

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

577 a. Either the University or the
Association, or both, shall notify the
arbitrator of the selection and upon the
arbitrator's acceptance shall forward to
the arbitrator a copy of the dispute,
the University's answer to STEP TWO, the
Association's notice of intent to
arbitrate and a copy of the Agreement.
A copy of this communication, except a
copy of the Agreement, shall be sent to
either the University or the Association
as the case may be. In the event the
arbitrator does not accept the
selection, the selection process shall
be repeated until an arbitrator has
accepted selection.

- 578 b. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.
- 579 c. At the time of the arbitration hearing, both the University and the Association shall have the right to examine and cross-examine witnesses.
- 580 d. Upon the request of either the University or the Association, or both, a transcript of the hearing shall be made and furnished the arbitrator with the University and the Association having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
- 580A e. At the close of the hearing, the arbitrator shall afford the University and the Association a reasonable opportunity to furnish briefs.
- 581 f. The jurisdictional authority of the arbitrator is defined as and limited to the determination of any dispute as defined in Section A., B. or C. submitted to the arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.
- 582 g. The arbitrator shall not have any authority to add to, subtract from or otherwise modify any of the terms, clauses, or provisions of this Agreement. This paragraph does not preclude the University and the Association from mutually agreeing, in writing, to submit to arbitration, an issue which is not within the provisions of this Agreement.
- 582A h. The fees and expenses of the arbitrator shall be shared equally by the University and the Association.

- 582B i. If the Association determines that an employee is needed as a witness to testify in an arbitration hearing, the Association shall notify and submit to the University, no later than seven (7) calendar days prior to the scheduled hearing, the names of persons to be released. An employee who loses time from work during the employee's assigned working hours when testifying during an arbitration hearing shall do so without loss of pay. Upon the grievant's request, the University will attempt to schedule the grievant on work time for the Arbitration hearing.
- 582C j. The parties will endeavor to schedule hearings under this section so that the Association Chairperson may attend the hearing as part of his/her paid release time as provided in Article L (Release Time for Association Business).
- 582D k. The arbitrator shall render a decision in writing within thirty (30) calendar days following the hearing, unless an extension is granted mutually by the parties.
- 582E l. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Association, and the employee or employees involved.
- 582F m. The provisions of this Section do not prohibit the University and the Association from mutually agreeing to an expedited arbitration procedure for a given dispute or disputes.
- 582G 4. Pre-Arbitration Hearing Conferences - Upon the fixing of an arbitration hearing date, the University, the Association Chairperson, and the representative of the Association who will represent an employee in the arbitration hearing may arrange mutually agreeable terms for a prehearing conference, to consider means of expediting the hearing by, for example, reducing the issue or

issues to writing, stipulating facts and authenticating proposed exhibits.

ARTICLE XLVIII

CONFERENCES

- 583 At the written request of either the Association or the University, conferences shall be held for the purpose of considering matters of mutual interest, other than disputes under consideration in the Dispute Resolution Procedure. Provided that mutually acceptable arrangements can be made, the University will schedule conferences as soon as practicable but no later than within twenty-one (21) calendar days after receipt of the written request. All such conferences shall be arranged through the Chairperson of the Association, or another person designated in writing by the Association, and a designated Representative of the Medical Campus Human Resources Department. The Chairperson and Representatives of the Association, not to exceed a total of four (4) shall not suffer loss of time or pay when absent from their assigned schedule of work for the purpose of attending a conference.
- 584 Association conference attendance is limited to employees and employees of the Michigan Nurses Association unless the Association and the University mutually agree otherwise prior to the conference. The total attendance representing the Association or the University is limited to eight (8) individuals unless the Association and the University mutually agree otherwise prior to the conference.
- 585 The University will respond to requests for information made by the Association. Requests for information not responded to in the conference will be responded to either verbally or in writing by a time mutually agreed upon during the conference. In the event that this time commitment cannot be met, the University will notify the Chairperson of the Association of the time when a response will be forthcoming.
- 585A Where either party requests a written response, the response shall be due upon a mutually agreeable deadline, not to exceed

thirty (30) calendar days, unless an extension is mutually agreed upon.

586 It is understood that any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights or obligations of either the University or the Association under the terms of the Agreement.

586A Agreements between the parties involving clarification of intent of any provision of the Agreement, or issues of mutual concern, will be written and approved by the University and the Association.

ARTICLE XLIX

PROFESSIONAL ACTIVITIES AND EDUCATION

587 Absence from the unit for attendance at professional conferences, or research or training at an on or off campus site or absence for attendance at a work related educational program such as a conference, seminar, or workshop, shall be subject to approval as to the relevance of the subject matter to the profession and the service needs of the Unit. On an annual basis, manager and employees will jointly identify professional activities, goals, and the means to achieve them. In addition, employees may request to participate in other professional development activities, including professional associations. Approval of these requests is at the discretion of the supervisor. Employees will request hospital business time during the schedule request period whenever possible.

588 Effective July 1, 1990, each employee with an appointment fraction of 50% or more will, upon request, receive eight hours per year of paid release time for attendance at professional and education activities as described in Paragraph 587. Scheduling of such paid release time will be at the discretion of the supervisor.

589 The parties agree that all employees should take advantage of opportunities afforded them. To this end, the University will provide

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

590 For the period July 1, 1994 through June 30, 1997, two hundred thirty-five thousand, five hundred dollars (\$235,500) per year;

592 The funding provided in the above paragraph will be allocated at the unit level proportionate to the number of budgeted full time equivalent positions on July 1 of each year. Decisions on disbursement of funds will be made at the unit level by a committee consisting of a supervisor and three employees selected by the unit staff. Disbursement criteria will be determined at the unit level by the employees and the supervisor. In addition, unit staff will determine criteria for addressing competing requests and equitability.

592A The University will provide the Association, with a copy of any Professional Activities and Education Distribution Guidelines and Procedures developed within each Nursing Director's area at University of Michigan Hospitals. Some or all of the employees in the area will be provided the opportunity to comment on the Guidelines and Procedures before implementation. Changes in the Guidelines and Procedures will also be provided the Association.

ARTICLE L

RELEASE TIME FOR ASSOCIATION BUSINESS

SECTION A.

593 The Chairperson of the Association shall be released from regularly assigned work at no loss of regular pay, benefits or seniority for five (5) eight hour days per week for responsibilities in accordance with Article XLV, Section D., Discipline; Article XLVI, Section E., Dispute Resolution Procedure and Mediation Procedure; and Article XLVII Arbitration Procedure; Article XLVIII, Conferences; Article IX, Association Orientation; and other joint meetings with the University. The Chairperson will maintain his/her classification title and pay grade during his/her term(s) of office. At

the conclusion of his/her term in office as chairperson of the Association he/she will return to a position within the same pay grade. At the Chairperson's option, he/she will return to his/her former position.

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

595 The Vice Chairperson shall be released from regularly assigned work at no loss of regular pay, benefits or seniority for three days per week and 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 two (2) days per month for the purpose of conducting the business of the Association which is directly related to the administration of the Agreement. Chief Representatives of the Association, not to exceed six (6), shall also 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, Treasurer's and Chief Representative's supervisor(s) and shall be considered time worked for purposes of computing vacation accrual, overtime, and sickness and injury income accrual. During a short term absence of the Chairperson, the release time of the Secretary, Treasurer and Chief Representatives may be rearranged at the option of the Chairperson so that the Vice-Chairperson may provide coverage for the absence. Total release time for the Secretary, Treasurer, and Chief Representatives shall not exceed an average of eight (8) days per month in a twelve (12) month period.

SECTION B.

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

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

ARTICLE LI

CENTRAL STAFFING RESOURCE (CSR)

597A A Central Staffing Resource will be developed utilizing the following principles:

597B The Central Staffing Resource shall consist of a combination of regular and temporary employees.

597C Temporaries employed in areas which do not report to nursing will be included in the CSR. If parties agree this is not feasible, the parties will meet to explore alternative systems for those areas.

598 Employees within the Central Staffing Resource will be expected to accept assignments only in areas to which they have received adequate orientation and for which they are competent to perform. The CSR will maintain a system for initial and ongoing orientation of employees to units on which they may be scheduled to work.

- 598A CSR temporary and regular employees will be available for anticipated and unanticipated needs.
- 598B CSR temporary and regular employees will indicate their specialty areas and work availability schedules. CSR will coordinate scheduling of these employees.
- 598C Units may request the use of a specific CSR temporary or regular employee for consistent use in order to cover a specific need (i.e. extended sick, leave of absence for which a position is being held).
- 598D Any regular employee that is unit based and wishes additional hours on units other than their own will make themselves known to CSR to be scheduled.
- 598E A regular employee who does not have work will have priority for hours over any temporary employee or over any unit-based regular employee requesting work above appointment hours on another unit, as long as the regular employee is qualified to do the work, according to the following:
- 598F The Central Staffing Resource will develop a system, reasonably accessible to employees and other users, to identify employees on low census units and provide a mechanism for voluntary alternative placement of employees to meet unanticipated needs and reduce under appointment situations.
- Units contemplating assigned overtime will contact the Central Staffing Resource for possible voluntary replacement employees.
 - Units contemplating assigned time off will make employees aware of alternative placement opportunities.
- 598G Of employees scheduled through the CSR, regular employees will have scheduling/assignment priority over temporary employees.

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

600 In the event that after discussing the matter with the Central Staffing Resource supervisor, the employee refuses the assignment because of an alleged lack of competence to perform the assignment and/or lack of adequate orientation; and in the event that disciplinary action is contemplated, the provisions of Section D. of Article XLV (Discipline) shall be applicable even though discharge may not be contemplated. In this regard, discipline, if any, pertaining to the professional judgments regarding the employee's competence to perform the assignments will not be imposed prior to the review provided for therein.

600A Within six (6) months from the date of execution, the parties shall meet to evaluate the principles contained in this article. If any are not operationally feasible, the parties will meet to negotiate changes to the principles. In the event that an extension is required to complete the reorganization of CSR, the parties will meet to negotiate the extension.

600B The parties agree to meet to evaluate the reorganization of CSR and the use of temporary employees one year after implementation or sooner at the request of either party.

ARTICLE LII

SUBCONTRACTING, TEMPORARY AND/OR "AGENCY" NURSES

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

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

603 Further, the parties agree that regular unit employees will receive priority over temporary and/or "agency" nurses when unit work schedules are being developed. The University will avoid changing, reorganizing or altering the work schedules of regular employees to accommodate the assignments of temporary and/or "agency" nurses, except by mutual agreement. To this end, after all regular employees are scheduled, the manager may then add unit based temporary employees to the schedule. (As outlined in the sequence of paragraph 154C).

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

ARTICLE LIII

CHARGE NURSE GUIDELINES

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

605A Charge nurse patient assignments will be adjusted to reflect the responsibilities and expectations of the charge nurse duties.

ARTICLE LIV

SEVERABILITY

606

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

ARTICLE LV

WAIVER

607

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

ARTICLE LVI

TERM OF AGREEMENT

608

This Agreement shall become effective on December 1, 1993 and shall remain in full force and effect until and including May 31, 1997, and thereafter from year to year unless within the thirty (30) day period immediately preceding March 1, 1997 or any anniversary thereof, written notice of modification or termination is given by either the University or the Association to the other party.

Executed this 3rd day of June, 1994.

For the Regents of The
University of Michigan

Alvora C. Bland

Shirley Jones

H. Jan Hattson

Sheri Sufek

graves Brand

Khonda Schorillo

Bessie M. Chavira

Carol D. Spangler

The Michigan Nurses
Association

Deborah Still

Sandra K. Raymond

Signe G. Minnelli

Kerry H. B. K. K.

Robert T. Dant Jr

Marianne R. Aandata

Sandra Wilson, M

Fredrick J. Vocino

APPENDIX A

WAGE SCHEDULES

SECTION A. IMPLEMENTATION

Schedule A

609 Effective June 5, 1994 for bi-weekly paid employees and June 1, 1994 for monthly paid employees, the Wage Schedule shall be as shown in Schedule A.

609B Lump Sum Payment - Schedule A

A lump sum payment based on appointment fraction will be made in accordance with the following chart for those employees who are regular employees at step 9 (maximum) on the pay schedule as of June 1, 1994, no later than 45 days following the date of execution. This payment will be itemized separately on the pay stub and taxed separately.

609C Lump Sum Chart - Schedule A

N1	\$1961
N2	\$2039
N3	\$2100
N4	\$2310
N5	\$3147
N6	\$ 859

Schedule B

610 Effective June 4, 1995, for bi-weekly paid employees and June 1, 1995 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.

Lump Sum Payment - Schedule B

610A A lump sum payment based on appointment fraction will be made in accordance with the following chart for those employees who are regular employees at step 9 (maximum) on the pay schedule as of June 1, 1995, no later than June 30, 1995. This payment will be itemized separately on the pay stub and taxed separately.

610B Lump Sum Chart - Schedule B

N1	\$1425
N2	\$1496
N3	\$1571
N4	\$1728
N5	\$2297
N6	\$2800

Schedule C

611 Effective June 2, 1996, for bi-weekly paid employees and June 1, 1996 for monthly paid employees, the Wage Schedule shall be no less than the amount set forth for each step within each pay grade as shown in Schedule C.

611A Lump Sum Payment - Schedule C

A lump sum payment based on appointment fraction will be made in accordance with the following chart for those employees who are regular employees at step 9 (maximum) on the pay schedule as of June 1, 1996. No later than June 30, 1996. This payment will be itemized separately on the pay stub and taxed separately.

611B Lump Sum Chart Schedule C

N1	\$1410
N2	\$1481
N3	\$1555
N4	\$1710
N5	\$2274
N6	\$2772

REVIEW

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

SUBSEQUENT STEP MOVEMENT

613 Following initial placement on a step, an employee will move to at least the next higher step on the employee's anniversary date.

SCHEDULE A

Grade	Minimum	1	2	3	4
614 N-1					
Annual	35,110.40	36,337.60	37,606.40	38,916.80	40,352.00
Monthly	2,925.87	3,028.13	3,133.87	3,243.07	3,362.67
BiWeekly	1,350.40	1,397.60	1,446.40	1,496.80	1,552.00
Hourly	16.88	17.47	18.08	18.71	19.40
615 N-2					
Annual		38,147.20	39,478.40	40,872.00	42,369.60
Monthly		3,178.93	3,289.87	3,406.00	3,530.80
BiWeekly		1,467.20	1,518.40	1,572.00	1,629.60
Hourly		18.34	18.98	19.65	20.37
616 N-3					
Annual		40,060.80	41,454.40	42,910.40	44,491.20
Monthly		3,338.40	3,454.53	3,575.87	3,707.60
BiWeekly		1,540.80	1,594.40	1,650.40	1,711.20
Hourly		19.26	19.93	20.63	21.39
617 N-4					
Annual		44,075.20	45,593.60	47,195.20	48,942.40
Monthly		3,672.93	3,799.47	3,932.93	4,078.53
BiWeekly		1,695.20	1,753.60	1,815.20	1,882.40
Hourly		21.19	21.92	22.69	23.53
618 N-5 (Certified Nurse Midwives)					
Annual					69,763.20
Monthly					5,813.60
BiWeekly					2,683.20
Hourly					33.54

5	6	7	8	9
41,849.60	43,388.80	45,073.60	46,841.60	48,672.00
3,487.47	3,615.73	3,756.13	3,903.47	4,056.00
1,609.60	1,668.80	1,733.60	1,801.60	1,872.00
20.12	20.86	21.67	22.52	23.40
43,950.40	45,552.00	47,320.00	49,192.00	51,105.60
3,662.53	3,796.00	3,943.33	4,099.33	4,258.80
1,690.40	1,752.00	1,820.00	1,892.00	1,965.60
21.13	21.90	22.75	23.65	24.57
46,155.20	47,840.00	49,691.20	51,646.40	53,664.00
3,846.27	3,986.67	4,140.93	4,303.87	4,472.00
1,775.20	1,840.00	1,911.20	1,986.40	2,064.00
22.19	23.00	23.89	24.83	25.80
50,772.80	52,624.00	54,662.40	56,804.80	59,030.40
4,231.07	4,385.33	4,555.20	4,733.73	4,919.20
1,952.80	2,024.00	2,102.40	2,184.80	2,270.40
24.41	25.30	26.28	27.31	28.38
70,865.60	72,030.40	73,403.20	75,878.40	78,478.40
5,905.47	6,002.53	6,116.93	6,323.20	6,539.87
2,725.60	2,770.40	2,823.20	2,918.40	3,018.40
34.07	34.63	35.29	36.48	37.73

SCHEDULE B

Grade	Minimum	1	2	3	4
620 N-1					
Annual	35,921.60	37,169.60	38,480.00	39,811.20	41,288.00
Monthly	2,993.47	3,097.47	3,206.67	3,317.60	3,440.67
BiWeekly	1,381.60	1,429.60	1,480.00	1,531.20	1,588.00
Hourly	17.27	17.87	18.50	19.14	19.85
621 N-2					
Annual		39,020.80	40,393.60	41,808.00	43,347.20
Monthly		3,251.73	3,366.13	3,484.00	3,612.27
BiWeekly		1,500.80	1,553.60	1,608.00	1,667.20
Hourly		18.76	19.42	20.10	20.84
622 N-3					
Annual		40,976.00	42,411.20	43,888.00	45,510.40
Monthly		3,414.67	3,534.27	3,657.33	3,792.53
BiWeekly		1,576.00	1,631.20	1,688.00	1,750.40
Hourly		19.70	20.39	21.10	21.88
623 N-4					
Annual		45,094.40	46,633.60	48,276.80	50,065.60
Monthly		3,757.87	3,886.13	4,023.07	4,172.13
BiWeekly		1,734.40	1,793.60	1,856.80	1,925.60
Hourly		21.68	22.42	23.21	24.07
624 N-5 (Certified Nurse Midwives)					
Annual					71,364.80
Monthly					5,947.07
BiWeekly					2,744.80
Hourly					34.31

5	6	7	8	9
42,806.40	44,387.20	46,113.60	47,923.20	49,795.20
3,567.20	3,698.93	3,842.80	3,993.60	4,149.60
1,646.40	1,707.20	1,773.60	1,843.20	1,915.20
20.58	21.34	22.17	23.04	23.94
44,969.60	46,592.00	48,401.60	50,315.20	52,291.20
3,747.47	3,882.67	4,033.47	4,192.93	4,357.60
1,729.60	1,792.00	1,861.60	1,935.20	2,011.20
21.62	22.40	23.27	24.19	25.14
47,216.00	48,942.40	50,835.20	52,832.00	54,891.20
3,934.67	4,078.53	4,236.27	4,402.67	4,574.27
1,816.00	1,882.40	1,955.20	2,032.00	2,111.20
22.70	23.53	24.44	25.40	26.39
51,937.60	53,830.40	55,910.40	58,115.20	60,382.40
4,328.13	4,485.87	4,659.20	4,842.93	5,031.87
1,997.60	2,070.40	2,150.40	2,235.20	2,322.40
24.97	25.88	26.88	27.94	29.03
72,488.00	73,694.40	75,088.00	77,625.60	80,288.00
6,040.67	6,141.20	6,257.33	6,468.80	6,690.67
2,788.00	2,834.40	2,888.00	2,985.60	3,088.00
34.85	35.43	36.10	37.32	38.60

SCHEDULE C

Grade	Minimum	1	2	3	4
625 A. N-1					
Annual	36,816.00	38,105.60	39,436.80	40,809.60	42,328.00
Monthly	3,068.00	3,175.47	3,286.40	3,400.80	3,527.33
BiWeekly	1,416.00	1,465.60	1,516.80	1,569.60	1,628.00
Hourly	17.70	18.32	18.96	19.62	20.35
625 B. N-2					
Annual		39,998.40	41,412.80	42,848.00	44,428.80
Monthly		3,333.20	3,451.07	3,570.67	3,702.40
BiWeekly		1,538.40	1,592.80	1,648.00	1,708.80
Hourly		19.23	19.91	20.60	21.36
625 C. N-3					
Annual		41,995.20	43,472.00	44,990.40	46,654.40
Monthly		3,499.60	3,622.67	3,749.20	3,887.87
BiWeekly		1,615.20	1,672.00	1,730.40	1,794.40
Hourly		20.19	20.90	21.63	22.43
625 D. N-4					
Annual		46,217.60	47,798.40	49,483.20	51,313.60
Monthly		3,851.47	3,983.20	4,123.60	4,276.13
BiWeekly		1,777.60	1,838.40	1,903.20	1,973.60
Hourly		22.22	22.98	23.79	24.67
625 E. N-5 (Certified Nurse Midwives)					
Annual					73,153.60
Monthly					6,096.13
BiWeekly					2,813.60
Hourly					35.17

5	6	7	8	9
43,867.20	45,489.60	47,257.60	49,129.60	51,043.20
3,655.60	3,790.80	3,938.13	4,094.13	4,253.60
1,687.20	1,749.60	1,817.60	1,889.60	1,963.20
21.09	21.87	22.72	23.62	24.54
46,092.80	47,756.80	49,608.00	51,563.20	53,601.60
3,841.07	3,979.73	4,134.00	4,296.93	4,466.80
1,772.80	1,836.80	1,908.00	1,983.20	2,061.60
22.16	22.96	23.85	24.79	25.77
48,401.60	50,169.60	52,104.00	54,163.20	56,264.00
4,033.47	4,180.80	4,342.00	4,513.60	4,688.67
1,861.60	1,929.60	2,004.00	2,083.20	2,164.00
23.27	24.12	25.05	26.04	27.05
53,227.20	55,182.40	57,304.00	59,571.20	61,900.80
4,435.60	4,598.53	4,775.33	4,964.27	5,158.40
2,047.20	2,122.40	2,204.00	2,291.20	2,380.80
25.59	26.53	27.55	28.64	29.76
74,297.60	75,545.60	76,960.00	79,560.00	82,305.60
6,191.47	6,295.47	6,413.33	6,630.00	6,858.80
2,857.60	2,905.60	2,960.00	3,060.00	3,165.60
35.72	36.32	37.00	38.25	39.57

APPENDIX B

CLASSIFICATION TITLES AND PAY GRADES

626	N-1	Clinical Nurse I
627	N-2	Clinical Nurse II
628	N-3	Clinical Nurse III Clinical Care Coordinator Educational Nurse Coordinator Flight Nurse Specialist Continuing Care Coordinator
629	N-4	Clinical Nurse IV Clinical Nurse Specialist Clinical Nurse Consultant Educational Nurse Specialist Nurse Practitioner
630	N-5	Clinical Nurse Specialists with the position of Certified Nurse Midwife
631	N-6	Nurse Anesthetist

APPENDIX C
REPRESENTATION DISTRICTS BY SERVICE
OR GEOGRAPHIC AREAS

632 REPRESENTATION AREA A: University Hospital
General Care

District A-1: 4A 4B 4C

District A-2: 5A 5B 5C

District A-3: 6A 6B 6C

District A-4: 7A 7B 7C

District A-5: 8A 8B 8C

633 REPRESENTATION AREA B: University Hospital
Intensive Care

District B-1: 4D Thoracic
4D Neurology/Neurosurgery
5D Surgical

District B-2: 6D Critical Care Medical
7D Cardiac
7DC Hemodialysis
Burn/Trauma

634 REPRESENTATION AREA C: Operating Room/
Recovery Room

District C-1: Mott OR
Kellogg OR
Main OR

District C-2: ADTU PACU
University Inpatient PACU
Mott Recovery Room
Anesthesia
Kellogg PACU
University Holding Room

District C-3: Kellogg Eye Center
Nurse Resource Pool
PEN Team
IV Team
Home Infusion

635 REPRESENTATION AREA D: Psychiatric Hospital

District D-1: 8D, 9C
Adult Partial Hospitalization

District D-2: CPIP Child Psychiatry
APIP Adolescent Psychiatry
Outpatient Psychiatry
Child & Adolescent Outpatient
Psychiatry Emergency Room
Consult Service
PNP

636 REPRESENTATION AREA E: Mott/Womens/Holden
Hospitals

District E-1: Mott Hospital (Pediatrics)

District E-2: Womens Hospital (Labor &
Delivery, Mother/Baby, CNM)

District E-3: Holden Perinatal Hospital

637 REPRESENTATION AREA F

District F-1: Student Health Service-Ann Arbor,
Student Health Services-Flint;
M-Care/M-Care Preferred; School
of Public Health, MHRI,
Upjohn Center, Educational
Services for Nursing

District F-2: Continuing Care, Emergency
Services, Survival Flight,
Cardiac Cath. Lab., Blood Bank,
Radiation Oncology, Radiology,
Turner, Medical Procedures Unit

District F-3: Ambulatory Care--Medicine
Clinics, Surgery/Ophth
Clinics, Ped. Clinic,
OB/Gyn Clinics, OTO,
Neurology, Dermatology,
Dentistry-Oral Surgery

District F-4: Outlying satellite clinics,
Employee Health and all other
units or areas not represented
in Areas A-1 through F-3
where nurses are employed.

APPENDIX D

Vacation & Holiday Request Times

637A

Request Period

Notification Period

January 1-15:

February 1:

Holiday request for

Holiday Schedule Posted

- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Christmas
- New Years

February 1-28:

Vacation Request for

May 1 - April 30

March:

April 1:

Nurse Manager makes
vacation schedule

Vacation Schedule Posted

APPENDIX E

CALCULATION OF STRAIGHT DAY SHIFTS

637B Calculation of straight day shifts per Paragraph 124 is as follows:

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

STRAIGHT DAY SHIFT EXAMPLE

Example:

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

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

These six employees would be assigned to straight day shifts.

STRAIGHT DAY SHIFT TABLES

Length of Shift = 8 Hours

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

Length of Shift = 10 Hours

5	1	.1
10	2	.2
15	3	.3
20	4	.4
25	5	.5
30	6	.6
35	7	.7
40	8	.8

Length of Shift = 12 Hours

4	1	.07
8	2	.13
12	3	.2
16	4	.27
20	5	.33
24	6	.4
28	7	.47
32	8	.53
36	9	.6
* 40	10	.67

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

Length of Shift = 8 and 12 Hour Combinations

<u>Hours/Wk.</u> <u>Shifts/2 Wks.</u>	<u># 8 Hr. Shifts/2 Wks.</u>	<u># 12 Hr</u> <u>Day Shift Fraction</u>	
10	1	1	.2
16	1	2	.3
22	1	3	.4
28	1	4	.5
34	1	5	.6
*40	1	6	
14	2	1	.3
20	2	2	.4
26	2	3	.5
32	2	4	.6
**38	2	5	.7
18	3	1	.4
24	3	2	.5
30	3	3	.6
36	3	4	.7
22	4	1	.5
28	4	2	.6
34	4	3	.7
40	4	4	.8
26	5	1	.6
32	5	2	.7
38	5	3	.8
30	6	1	.7
36	6	2	.8
34	7	1	.8
*40	7	2	
***38	8	1	.9

- * These combinations are not possible without paying overtime.
- ** During 2 week pay period, one week employee has 2 eight hour shifts and 2 twelve hour shifts. The other week, the employee has 3 twelve hour shifts.
- *** During 2 week pay period, one week employee has 5 eight hour shifts. The other week, the employee has 3 eight hour shifts and 1 twelve hour shift.

APPENDIX F

CERTIFIED REGISTERED NURSE ANESTHETIST (CRNA)
SALARY STEP PLACEMENT AND WAGE SCHEDULES

637C Effective with the execution date of this Agreement, there shall be three (3) salary steps for CRNAs. Placement and subsequent movement through these steps will be as follows:

637D 1. New CRNA graduates without a CRNA license will be placed on Step 1;

637E 2. CRNA's with a permanent license and less than one (1) year University seniority will be placed on Step 2;

637F 3. CRNA's with a permanent license and one year University seniority will be placed on Step 3. Movement to Step 3 will occur on the employee's anniversary date.

637G Schedule A

Effective June 1, 1994, the CRNA Wage Schedule shall be no less than the amount shown in Schedule A.

637H Schedule B

Effective June 1, 1995, the CRNA Wage Schedule shall be no less than the amount shown in Schedule B.

637I Schedule C

Effective June 1, 1996, the CRNA Wage Schedule shall be no less than the amount shown in Schedule C.

CRNA
SCHEDULE A

	Step 1	Step 2	Step 3
<u>637J</u>			
N-6			
Annual	78,998.40	87,276.80	93,600.00
Monthly	6,583.20	7,273.06	7,800.00
Bi-Weekly	3,038.40	3,356.80	3,600.00
Hourly	37.98	41.96	45.00

SCHEDULE B

	Step 1	Step 2	Step 3
<u>637K</u>			
N-6			
Annual	80,815.36	89,284.17	95,752.80
Monthly	6,734.61	7,440.35	7,979.40
Bi-Weekly	3,108.28	3,434.00	3,682.80
Hourly	38.85	42.93	46.04

SCHEDULE C

	Step 1	Step 2	Step 3
<u>637L</u>			
N-6			
Annual	82,835.74	91,516.27	98,146.62
Monthly	6,902.98	7,626.37	8,178.89
Bi-Weekly	3,185.99	3,519.86	3,774.87
Hourly	39.82	44.00	47.19

MEMORANDUM OF UNDERSTANDING

RETROACTIVE PAYMENTS

- 638 Employees will receive retroactive payment checks of four (4) percent of the total gross wages of each employee between December 5, 1993 and the date of implementation of Wage Schedule A in a separate check no later than forty-five (45) calendar days following execution of this Agreement.
- 638A Employees in pay grade N-6 will receive an additional 3.84% labor market adjustment.
- 638B Payment will be made to those individuals who are regular employees as of the execution date of this Agreement.

Alborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Fredrick J. Vocorn

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Rebecca L. Stalo RN

MEMORANDUM OF UNDERSTANDING

CONTAGIOUS DISEASES

639

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

Alvord C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederick J. Korman

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994 Deborah S. Holt P.N.

MEMORANDUM OF UNDERSTANDING

DUAL APPOINTMENTS

- 640 An employee as defined by Article I, Section B who is at the same time appointed for a portion of their effort to a classification(s) or title(s) outside the scope of this Agreement, may, at the employee's option, accrue sick time and vacation time and be eligible for Supplemental Disability Income for Extended Disability based on the employee's total appointment. The accrual rates and eligibility criteria for these benefits shall be established in Article XXIX Sickness and Injury Income; Article XXX Supplemental Disability Income for Extended Disability; and Article XXXIII Vacation.
- 641 This policy will be made available to affected employees and a copy will be given to the Association.

Deborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voorn

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah StERN

MEMORANDUM OF UNDERSTANDING

MILEAGE REIMBURSEMENT

642 The parties agree that during the term of this Agreement, authorization for mileage reimbursement shall be at the discretion of the University. Employees in this bargaining unit who are so authorized shall be reimbursed at the rate used for other University employees.

Deborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Anders J. Vornum

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stoll RN

MEMORANDUM OF UNDERSTANDING

PERIODIC HEALTH APPRAISAL PROGRAM

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

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

Alborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voss

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stearn

MEMORANDUM OF UNDERSTANDING

ON-CALL SCHEDULING

- 650 On-call scheduling systems must be in compliance with the on-call language in Article XVII. On-Call systems in unscheduled patient care areas, in effect prior to November 30, 1993 shall remain in effect for the duration of this Agreement.
- 651 In the event either party wishes a change in such systems, the parties shall meet to negotiate such changes.

Alvora C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voorn

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Debra L. Stoll R.N.

MEMORANDUM OF UNDERSTANDING

STARTING RATE FOR NEW EMPLOYEES AND TRANSFERS

- 652 Prior to implementing any changes in the method used to determine the Starting Rate for a new employee, the University will discuss the matter with the Association and invite comments through the Conference Procedure provided in Article XLVIII, Conferences.
- 652A Employees who transfer into the bargaining unit shall be placed on a salary step commensurate with their Registered Nurse experience.
- 653 In this connection a principle to be included in the method used to determine the Starting Rate for a new employee in the bargaining unit shall be that the new employee will not be hired at a Starting Rate that is greater than any current employee in the bargaining unit in the same classification with equivalent experience.
- 654 One full month of credit will be given for each month of full-time employment as a Registered Nurse. Less than full-time employment as a Registered Nurse will be given the corresponding prorated credit. However, it is understood that this change does not limit the University's ability to change the methodology for determining starting rates in the future as set forth in Paragraph 652. This Agreement will be applied prospectively and there will be no salary review nor change in any salary which was established before July 29, 1985 as a result of this change in methodology.

Memoran C. Oland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Kouri

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stall RIV

MEMORANDUM OF UNDERSTANDING

CERTIFIED NURSE MIDWIVES

655

This confirms our Agreement that Clinical Nurse Specialists with a position description of Certified Nurse Midwife will be paid according to the N-5 wage schedule on Schedules A and B. As such, the schedules include all compensation for Article XVI, Shift Premium, Article XV, Overtime, Article XVII, On-Call and Article XV - a, Assigned Time Off/Reporting Pay of our Agreement. This rate considers and includes the fact that these employees are expected to work whenever needed.

Melvin C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. ...

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Still RN

MEMORANDUM OF UNDERSTANDING

WEEKENDS

656

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

<u>1994</u>		
1) 1/1-2 1/8-9 1/15-16 1/22-23	2) 1/29-30 2/5-6 2/12-13 2/19-20	3) 2/26-27 3/5-6 3/12-13 3/19-20
4) 3/26-27 4/2-3 4/9-10 4/16-17	5) 4/23-24 4/30-5/1 5/7-8 5/14-15	6) 5/21-22 5/28-29 6/4-5 6/11-12
7) 6/18-19 6/25-26 7/2-3 7/9-10	8) 7/16-17 7/23-24 7/30-31 8/6-7	9) 8/13-14 8/20-21 8/27-28 9/3-4
10) 9/10-11 9/17-18 9/24-25 10/1-2	11) 10/8-9 10/15-16 10/22-23 10/29-30	12) 11/5-6 11/12-13 11/19-20 11/26-27
<u>1995</u>		
13) 12/3-4 12/10-11 12/17-18 12/24-25	14) 12/31-1/1 1/7-8 1/14-15 1/21-22	15) 1/28-29 2/4-5 2/11-12 2/18-19
16) 2/25-26 3/4-5 3/11-12 3/18-19	17) 3/25-26 4/1-2 4/8-9 4/15-16	18) 4/22-23 4/29-30 5/6-7 5/13-14
19) 5/20-21 5/27-28 6/3-4 6/10-11	20) 6/17-18 6/24-25 7/1-2 7/8-9	21) 7/15-16 7/22-23 7/29-30 8/5-6
22) 8/12-13 8/19-20 8/26-27 9/2-3	23) 9/9-10 9/16-17 9/23-24 9/30-10/1	24) 10/7-8 10/14-15 10/21-22 10/28-29
<u>1996</u>		
25) 11/4-5 11/11-12 11/18-19 11/25-26	26) 12/2-3 12/9-10 12/16-17 12/23-24	27) 12/30-31 1/6-7 1/13-14 1/20-21
28) 1/27-28 2/3-4 2/10-11 2/17-18	29) 2/24-25 3/2-3 3/9-10 3/16-17	30) 3/23-24 3/30-31 4/6-7 4/13-14

- | | | |
|--|--|--|
| 31) 4/20-21
4/27-28
5/4-5
5/11-12 | 32) 5/18-19
5/25-26
6/1-2
6/8-9 | 33) 6/15-16
6/22-23
6/29-30
7/6-7 |
| 34) 7/13-14
7/20-21
7/27-28
8/3-4 | 35) 8/10-11
8/17-18
8/24-25
8/31-9/1 | 36) 9/7-8
9/14-15
9/21-22
9/28-29 |
| 37) 10/5-6
10/12-13
10/19-20
10/26-27 | 38) 11/2-3
11/9-10
11/16-17
11/23-24 | 39) 11/30-12/1
12/7-8
12/14-15
12/21-22 |
| 40) <u>1997</u>
12/28-29
1/4-5
1/11-12
1/18-19 | 41) 1/25-26
2/1-2
2/8-9
2/15-16 | 42) 2/22-23
3/1-2
3/8-9
3/15-16 |
| 43) 3/22-23
3/29-30
4/5-6
4/12-13 | 44) 4/19-20
4/26-27
5/3-4
5/10-11 | 45) 5/17-18
5/24-25
5/31-6/1
6/7-8 |
| 46) 6/14-15
6/21-22
6/28-29
7/5-6 | 47) 7/12-13
7/19-20
7/26-27
8/2-3 | 48) 8/9-10
8/16-17
8/23-24
8/30-31 |
| 49) 9/6-7
9/13-14
9/20-21
9/27-28 | 50) 10/4-5
10/11-12
10/18-19
10/25-26 | 51) 11/1-2
11/8-9
11/15-16
11/22-23 |
| 52) 11/29-30
12/6-7
12/13-14
12/20-21 | | |

Deborah C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Deborah C. Bland

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah C. Bland

MEMORANDUM OF UNDERSTANDING

HOLIDAY & VACATION REQUESTS

658 The University and the Association agree that each employee's schedule requests for Holidays (Article XXXII, Holidays) and vacations (Article XXXIII, Vacations) and seniority date will be posted by April 30th of each year. These requests will be posted in a place on the unit accessible to employees, twenty-four (24) hours a day.

659 Seniority dates and requests of new employees and transfers onto the unit will be added to the posted requests within thirty (30) calendar days of their arrival.

Alborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Young

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stearns

MEMORANDUM OF UNDERSTANDING

RISK MANAGEMENT COMMUNICATIONS

660

The Office of Risk Management will issue written communications setting forth system or procedure changes designed to improve patient care and minimize risks associated with patient care. Copies of these communications will be distributed on a selective basis and to the Chairperson of the Association. In addition, should the Association have suggestions in this area, the suggestions should be sent to the Office of Risk Management, with a copy to Staff and Union Relations. Should the suggestion result in a system or procedure change, the Association will be given credit for the suggestion in the communications.

Deborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voss

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994 Deborah Still R.N.

MEMORANDUM OF UNDERSTANDING

CLINICAL LADDER

- 661 The parties agree that an equitable system of movement through the clinical ladder is desirable. The parties further agree that this is a complex and difficult task within a decentralized nursing system, given the wide range of responsibilities within each clinical area and the differences between units.
- 662 In order to insure that employees are informed of the standards for promotion within the clinical ladder, the University agrees to post on each unit the criteria which will be used for promotion on that unit. Upon request, a copy of these criteria will be provided to the Association.
- 662A The current clinical ladder will be maintained until such time that the University and the Association meet to review and evaluate the recommendations of the Clinical Ladder Task Force regarding movement through the clinical ladder. This meeting will occur within one hundred and twenty (120) calendar days of execution.
- 662B Once the recommendations of the Clinical Ladder Task Force are accepted, the recommendations will be implemented and an evaluation tool will be designed within three (3) months following execution date of the contract.
- 662C Orientation and education will be provided for employees and managers regarding implementation and maintenance.
- 662D The criteria for movement through the clinical ladder will be posted on each unit.
- 662E The University and the Association will establish a new task force to investigate and develop a clinical ladder model that strengthens the emphasis on clinical practice.

662F The Association Representatives participating in this process will suffer no loss in pay or shift premium, if applicable.

Melba C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Wooten

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Debra L. Still RN

MEMORANDUM OF UNDERSTANDING

TUITION LOAN

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

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

Alborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic W. Wynn

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Still R.N.

MEMORANDUM OF UNDERSTANDING

RECRUITMENT AND RETENTION

672 The parties agree that recruitment and retention of nurses is necessary in order to provide quality nursing care.

673 In connection with this, the Association Chairperson will be invited to attend the Nursing Director Council meeting no less than four times per year to discuss issues related to the recruitment and retention of nurses.

Alvorn C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Voorn

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stoll R.N.

MEMORANDUM OF UNDERSTANDING

UNIT RECONFIGURATION

675 In the event a patient population and/or service is to be reconfigured within the University, the Association and the University shall meet to determine the mechanism to resolve the placement of individuals in available positions in the newly configured units, and other issues that arise as a consequence of the reconfiguration prior to implementation. Topics for discussion should include, but need not be limited to: Shift preference, vacation and holiday scheduling, seniority ranking, retention of classification, demotion and/or reduction in force, and employees on leaves of absence.

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

676A For purposes of cross training for merged or reconfigured units, adequate time will be allowed for orientation to meet necessary clinical competencies for the patient population. If a temporary change of shift, at the request of the University is required, there will be no loss in pay, including shift differentials, bonuses and premiums. Part-time appointment hours may be adjusted for orientation.

676B Employees with the highest seniority on a merged or reconfigured unit will have first priority for voluntary reduction in force status.

Alborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vocant

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah L. Stearns R.N.

MEMORANDUM OF UNDERSTANDING

ANNIVERSARY DATES

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

Deborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vocino

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah StHC R.N.

MEMORANDUM OF UNDERSTANDING

COMBINED TIME OFF PROGRAM

691 The University and the Association will establish a task force to investigate the feasibility of a combined time off program. The findings of the Task Force will be presented to the University and the Association for review. The Association Representatives participating on this Task Force will suffer no loss in pay or shift premium, if applicable.

Deborah C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Freda J. Vocum

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah L. Steer R.N.

MEMORANDUM OF UNDERSTANDING

ON-CALL SYSTEMS ON INPATIENT UNITS

692 If the following criteria for establishing a short term On-Call system on inpatient units are met, the manager will request a special conference with the Association and the Nursing Director:

1. The unit must document a five percent rate in anticipated open shifts.
2. A majority of the unit employees must vote to establish an on-call system.

693 If approval to establish an on-call system is given by the Association and the Director of Nursing, an Association representative will meet with the unit workload committee to determine the reasons for the crisis and recommend actions to:

- a. Respond to the current situation.
- b. Prevent future staffing crises.

694 The on-call system will remain in effect no longer than four weeks, at which time its effectiveness will be evaluated by the unit workload committee and the Association. Components of the evaluation may include, but will not be limited to:

- a. Success of the system in meeting unit staffing needs.
- b. Employee satisfaction with the system.
- c. Lengths of shifts that employees worked to maintain safe staffing levels.
- d. A determination if the precipitating problem has been resolved and if not, why.
- e. Decide if an extension of the system should be requested.

695

Additional data which may be useful in decision making will be provided to the evaluation group upon request. Examples of data are:

- a. Unit census and acuity trends on a month to month basis.
- b. Comparisons of assigned time off versus overtime/overfill hours.
- c. Use of short term sick hours, extended sick hours and other paid time off.

696

If it is determined that the need for an on-call system remains, a second majority vote of the unit employees must be obtained.

Albrock C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Tracy J. Vento

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Storti

MEMORANDUM OF UNDERSTANDING

WORKFORCE TRANSITION

697 When a workforce transition need is identified, a joint Association and University leadership group will meet to develop a workforce transition plan that identifies expected outcomes, strategies to achieve them, evaluation component and defined time frames. Planning groups will include employees and will address the timing of transitions, training needs and ways to meet them and an orientation plan. During transition planning the Association and the University will meet to work through seniority and other workforce transition issues needing clarification. As the transition plan is being developed, the University will provide ongoing, timely information to employees related to how transitions will affect them.

698 It is recognized that content and role expertise can be learned, therefore, decisions regarding potential job opportunities shall demonstrate flexibility and openness. Relevant training programs will be identified and/or developed to assist employees in the transition process, if needed.

699 It is understood that training and orientation will be initiated prior to completion of the transition. If the transition results in reduction of the working force, resources will be utilized to assist in the placement of displaced employees. Reference Article XXVI, Reduction of the Working Force and Recall Procedures.

Melora C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Deborah J. Vorum
and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stearns

MEMORANDUM OF UNDERSTANDING

DUAL UNIT POSITIONS

700 The parties agree that in order to respond to variations in workload it is desirable in some circumstances to create dual unit positions in the Clinical Nurse II classification.

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

Alfred C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vocano

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stal R.N.

MEMORANDUM OF UNDERSTANDING

RELEVANT LABOR MARKETS

702

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

Alborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vocuto

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Stoll R.N.

MEMORANDUM OF UNDERSTANDING

SLEEP TIME

703

The parties agree that for those Operating Room and Post Anesthesia Care Unit employees who work in excess of four hours after 11:00 p.m. pursuant to on-call, will be allowed a period of eight hours for sleep time and will be paid the normal hourly rate for hours lost from their normal work schedule up to a maximum of four hours.

Deborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Federico J. Vocino

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Still RN

MEMORANDUM OF UNDERSTANDING

RECORDING SYSTEMS

704

Unit Committees will determine an equitable recording system to determine distribution of overtime and assigned time off. These two systems will be complementary and will give assigned time off credit for floating. No credit will be given for voluntary overtime on other units. In the event the committee decides on combined voluntary and mandatory logs, credit for volunteering will not exceed two turns more than the employee with the least number of turns.

Michael C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vouras

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah L. Still R.N.

MEMORANDUM OF UNDERSTANDING

CRITERIA FOR EVALUATING SUCCESS OF NEW SYSTEM

705

The parties agree to develop a joint group to monitor and review data necessary for the evaluation of the agreed upon scheduling system. Criteria for evaluation will include, but need not be limited to:

- System is timely and responsive for maintaining patient care.
- Cost effective.
- Provides for the lowest possible use of overtime.
- There is a predominant use of regular employees.
- Requires the fewest number of floats possible.
- Availability of overtime for those who want it.
- Provides for reasonable access to paid time off.
- System is easy to use, minimum number of telephone calls possible.
- Reduction of overtime.

To this end, the following will be continuously monitored and the data provided to the joint review group in a timely manner:

- Budgeted level of staffing and patterns.
- Frequency and on which shifts unit requests and uses: regular floats, overtime/over appointment, temporary employees.
- Reasons additional anticipated and unanticipated hours are used.

Deborah C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Terrell J. Vroom

and

University of Michigan
Professional Nurse
Council

Date: June 3, 1994

Deborah Stoll R.N.

MEMO OF UNDERSTANDING

UMMC/UMPNC/MNA

PROCESS FOR BARGAINED-FOR NURSING STAFF TRANSFER TO
PCIS POSITIONS.

706 This is to confirm our agreement that nursing staff who are currently in positions represented by UMPNC/MNA and who accept a transfer to a non-bargained for position in the Patient Care Information System Department, will be considered to be on a leave of absence from the UMPNC/MNA bargaining unit. Their return to positions within the UMPNC/MNA bargaining unit will be handled in accordance with Article XXXVIII, Leaves of Absence, in the 1992 collective bargaining agreement.

Deborah C. Bland

For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Vento
and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Deborah Steel RN

MEMORANDUM OF UNDERSTANDING

SHIFT REASSIGNMENT

707 In the event that a shift assignment on a unit must be filled by current unit employees for six (6) months or longer, the following process will be used:

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

- a. Does not require the use of overtime;
- b. Does not require other employees to change their shift assignments; and
- c. Does not increase other employees' off shift rotations above the unit maximum.

Step 2. If there are no volunteers for the reassignment, the Unit Workload Review Committee will meet to consider the following options:

- a. Increase off shift rotations up to the unit maximum;
- b. Reassign the least senior employee who is able to do the work;
- c. If option b would require multiple other reassignments or off shift rotations above the unit maximum, then reassign the employee with the least seniority who can be reassigned without requiring multiple or other reassignments;
- d. Have all employees take turns covering the shift. (This would be voluntary and would be used only if the coverage required would be infrequent).

Step 3. If the Unit Workload Review Committee chooses an option other than those described in Step 2 above, this option will be presented to the Chairperson of the UMPNC, the Director of Nursing, and the Manager of Staff and Union Relations, or their designees, for approval.

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

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

Merida C. Bland
For the Regents of
The University of
Michigan

The Michigan Nurses
Association

Frederic J. Wroten

and

University of Michigan
Professional Nurse
Council

Date:

June 3, 1994

Debra L. Stoll R.N.

INTENT NOTES

ARTICLE I

RECOGNITION AND DEFINITIONS

- 9/10 We agree to educate managers regarding the use of temporary staff:
- a. Relief for regular employee vacation
 - b. Not as an allowance for paid time off
 - c. Not built into 40 hour/week schedules unless filling in for leaves of absence, extended sick, unfilled posted positions (Reference Overtime System, Article XV)
 - d. Limited in duration
- 10 The parties will evaluate the definition of a temporary employee as defined in Paragraph 10 to bring the definition into harmony with the system as outlined in Article LI, Central Staffing Resource.
- 14 Any case started in Core "C" will be completed by Core "C" nurses unless there are volunteers from Cores "A" or "B".
- Cross coverage between Cores A, B and C will be voluntary.
- Payroll, scheduling, hiring and management will be separate for Core "C".

ARTICLE III

PROFESSIONAL NURSING

- 20a The American Nurses Association (ANA) position statement on the use of unlicensed assistive personnel will be accessible to employees on the units and included in central orientation.
- 25 Examples of "whenever possible" include new equipment teaching and external legal legislation.

ARTICLE IX

ASSOCIATION ORIENTATION

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

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

ARTICLE XIII

STAFFING AND SCHEDULING

At the end of each fiscal year during the term of this Agreement, net savings in overtime, less those funds transferred to create regular positions, will be paid in a lump sum to those employees still employed as of June 30.

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

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

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

93 "Emergency" means:

- a. There are no other options available to remedy the situation

INTENT NOTES

b. The unit is unable to function, and changing the schedule is of the highest degree necessary to ensure the unit's ability to function

c. Budgetary considerations do not constitute an emergency

99 "Not normally" means unusual, rare occurrence.

100 We agree that an employee who requests to work additional weekend shifts cannot be denied those shifts as long as there is any other employee on the unit who wants additional weekends off provided the staff remaining have the ability to do the work. The intent is to increase weekends off for those employees who desire that schedule by allowing other employees to work additional weekend shifts by request.

We agree that the eight (8) weekend shifts shall be counted consecutively.

"Equitably as practicable" refers to employees available to have an extra weekend off. We agree there are implications related to vacation: staff will not be required to take accrued vacation time in order to maintain equitability; staff on vacation need to be taken into account.

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

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

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

132A Opportunities for additional non-direct patient care time above that normally budgeted

INTENT NOTES

will be equitably distributed among employees working on well defined non-direct patient care activities.

ARTICLE XIV

WORKLOAD REVIEW

134 It is intended that each committee will meet monthly or more often (at their discretion) when required/desired. Each committee will establish and adhere to a process to determine the defined regularity of meetings and indicators that will be used to determine the necessity of a meeting and the communication of such to the committee membership. Agendas shall be posted with a request for staff input at least one week prior to each scheduled meeting. Committee decisions shall be made by consensus following the receipt of staff input.

138 Each January, all committee members will be oriented to the committee charge. The committee charge will be defined, and reviewed annually by the Nursing Executive Council with Association Representatives from all representation areas. Educational Services for Nursing will develop a program to address educational needs as outlined in paragraph 138. The program will respond to individual needs and incorporate training in interest based problem solving.

ARTICLE XV

OVERTIME

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

154C Unit based temporaries currently employed will work some number of weekends or off shifts or shifts during a holiday week. Any unit based temporaries hired after implementation of this language will be required to work some weekends and off shifts and shifts during holiday weeks.

INTENT NOTES

155 "Regular and recurring" in Paragraphs 155, and 158 means other than rare and unusual circumstances.

158 See 155 above.

162A The parties agree that the shift times may be altered, but that the total shift length is not intended to change.

ARTICLE XV - a

ASSIGNED TIME OFF/REPORTING PAY

164I "Endeavor to" means:

- a. Needs of the unit which address issues related to clinical competence and ability to do the work. This may require flexibility of both the manager/employer and the employee.
- b. Is dependent on the ability of the remaining staff to do the work.
- c. Does not depend on the amount of vacation time staff have, or whether they are on vacation.

ARTICLE XVII

ON-CALL PAY

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

172 The first "practicable" means:

- a. The ability to do the work and clinical needs of the unit; or,
- b. In large units or units where employees are having difficulty scheduling themselves, it is more practicable to have the manager assign equitably and allow employees to make switches later.

The second "practicable" means:

- a. Refers to the proration causing scheduling "nightmares", where it would disadvantage full or part time employees. We agree we need objective criteria to assess this; or,
- b. Refers to the ability to do the work and to the clinical needs of the unit and is not related to budget.

175B We agree that employees will not normally be required to work beyond the specified on-call time frame. We agree that this may occur in some situations in the unscheduled patient care areas, i.e., staying an extra half hour to finish a case in the O.R. rather than calling in a new on-call team.

We agree the time should be short in duration.

We also agree that employees will not be required to work beyond the specified time frame simply to have them work the two (2) hours pay they will receive as a result of being called in.

175C It is agreed that areas with a high frequency call-back rate means that the probability of working greater than twelve (12) hours on a regular basis is high.

ARTICLE XX

FLOAT (WORK REASSIGNMENT)

181 We agree that "not normally" refers to a response to a situation that is expected to last for a period of time and is anticipated. We also agree to continue to allow floating over the Christmas holiday for those units that wish to continue that practice.

We also agree that "not normally" refers to an isolated situation which requires a response, is urgent and not ongoing, and is related to patient care.

INTENT NOTES

We agree that a nurse who is floated will be given less complex or difficult patients unless she/he requests more complex patients. We will discuss this issue with employees and managers during joint education sessions.

We agree that in other than "not normally" situation, floating will be on a voluntary basis.

ARTICLE XXI

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

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

ARTICLE XXV

PROBATIONARY EMPLOYEES

- 232 Employees may provide input concerning a peer's knowledge and skill level. The manager assumes sole responsibility for hiring, evaluation and promotion and for the completion of written documentation associated with these activities.

ARTICLE XXVI

REDUCTION OF THE WORKING FORCE & RECALL PROCEDURES

- 247 We agree than "priority consideration" means consideration including an interview.
- 248 "As soon as practicable" means as soon as possible once the information is available. The intent is to give enough time prior to the reduction-in-force to call a meeting to look at solutions/alternatives.
- 250 Employees on personal leave of absence whose positions are being held will be included for reduction-in-force in seniority order with other employees on that unit.

- 253 "Priority consideration" means that an employee who has been subject to a reduction-in-force, who has the required qualifications, will be placed even if an internal or external candidate is determined to be more qualified.

In regard to priority consideration for placement of employees subject to a reduction-in-force in their own clinical area first and then in other clinical areas, we agree that this refers to the order of priority consideration between two employees who have been subject to a reduction-in-force. If, however, there is no competition for a position, the employee has priority consideration for openings in any clinical area.

- 253A Employees returning from a leave of absence will be placed in reduction-in-force status if there are insufficient open positions and/or no probationary employees. These employees will be placed in seniority order with those employees subject to a reduction-in-force.

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

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

- 258 In regard to placement of employees who have been subject to a reduction-in-force in the CSR, we agree that:
- a. Placement is at the University's discretion and at the employee's option;

INTENT NOTES

- b. The employee may not refuse an offer of a regular position and opt to go into the CSR;
- c. The intent is to place the employee in a regular position or training position; and,
- d. The employee retains recall rights consistent with those of a laid off employee (Paragraph 264).

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

Whenever possible, formal notification of a reduction-in-force will be done as early in the employee's shift as possible. The employee will not normally be expected to work the remainder of the shift following notification, and will receive pay for the rest of the shift. Interviews for other job opportunities that are scheduled on work time will be paid, provided prior arrangements for release are made with the nurse manager.

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

260 "Whenever practicable" refers to the number of employees reduced-in-force, the number of open positions, and the time frame for placement.

264 In the recall paragraphs, "same position" refers to the same unit, same classification and same appointment hours from which the employee was removed.

We agree that the intent of recall is to return the employee to the original pay grade, unit and appointment hours from which removed within the parameters of Paragraph 264.

INTENT NOTES

- 267 We agree that if an employee is offered a position outside of the Bargaining Unit or in the CSR and turns the position down, the employee does not become a voluntary quit.

ARTICLE XXVII

TRANSFERS: PROMOTIONS, DEMOTIONS, AND LATERALS

- 269 We agree that in transfer/promotion, the Employment Office will not discuss discipline older than two (2) years with the hiring manager. If an employee is denied transfer/promotion due to the manager's reliance on discipline older than two (2) years, the request for transfer/promotion will be reevaluated without consideration given to the discipline.
- 278A "Selection criteria" are a set of standards used to evaluate and compare candidates for a position. Selection criteria recognize the quality and amount of education, experience, knowledge and skills as indicated by the required and desired qualifications of the posted position. They must be job-related, measurable and/or demonstrable, and related to the ability to perform the work successfully, and are applied to all candidates consistently.
- 282 When the employee has not worked one (1) year following a promotion, transfer or date of hire, the hiring manager decides whether or not to consider (interview), not the current manager. Once the employee is considered, the usual transfer language applies.
- The one (1) year waiting period does not apply to employees placed in a position due to a reduction-in-force.
- 284 Job preference will be given to UMPNC employees for Bargaining Unit positions for which they are qualified.
- 286 If the time frames for a dispute are not met, the dispute may be moved to the next step, including mediation where appropriate.

INTENT NOTES

- 286A The additional panel member may include faculty, including the School of Nursing, following discussion with the Dean and others involved.

ARTICLE XXIX

SICKNESS OR INJURY INCOME

- 296 - It is understood that sick time benefits are
311 an insurance to be used as specified in section A, paragraphs 296-311 and neither party supports the use of sick time benefits for other purposes.

In the event the University withholds sickness or injury income pursuant to Paragraph 311 of Article XXIX, the Association will be informed of the circumstances. The Association may request a conference to discuss the issue as provided in Article XLVIII, Conferences. Following the conference, the Association may pursue the issue through the Dispute Resolution Procedure and Mediation Procedure, Article XLVI and the Arbitration Procedure, Article XLVII.

- 322 In reviewing appropriate use of sick time benefits, it is agreed that numerical guidelines do not constitute just cause in and of themselves and are not sufficient grounds for discipline. Requirements for medical verification will be made with just cause.

ARTICLE XXX

SUPPLEMENTAL DISABILITY INCOME/EXTENDED SICK

- 336 If two year anniversary occurs at some time during the 160 hours, then the employee is eligible for extended sick.
- 351B To meet unit needs, employees may be scheduled to work an extra shift during Thanksgiving week.

INTENT NOTES

ARTICLE XXXII

HOLIDAYS

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

ARTICLE XXXIII

VACATIONS

When the vacation request period ends in mid-week, that request period will be extended to encompass the full week for the purpose of granting vacations.

390 Unit guidelines will not restrict vacation requests to less than two weeks.

Vacation allocation for employees in the Clinical Nurse III classification will be counted for only those hours which are budgeted toward direct patient care.

ARTICLE XXXVIII

LEAVES OF ABSENCE

412 & We agree that, when taken intermittently or
416A on a reduced effort schedule, the twelve (12) weeks of personal medical or family medical leave available annually will be pro-rated based on the actual number of hours absent on leave per week. Examples: a full-time employee who is taking personal medical or family medical leave intermittently at twenty (20) hours per week, will be eligible for a maximum of twenty-four (24) weeks of such leave in a 12 month period; or a part-time employee who normally works thirty (30) hours per week, but is taking ten (10) hours of leave under a reduced effort schedule, will be eligible for a maximum of thirty-six (36) weeks of such leave in a twelve (12) month period. An employee working a reduced effort schedule while on a personal

INTENT NOTES

medical or family medical leave of absence, will retain the same health benefits held prior to taking the leave.

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

424A We agree that the language on placement following return from a military leave of absence is not consistent with seniority.

426 Employees on a personal leave of absence whose positions are being held will be included for reduction-in-force in seniority order with other employees on the unit.

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

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

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

431 Personal medical, childcare and family medical leave of absence eligibility for University contributions towards health and dental benefits continuation will renew annually beginning with period #1 of the computerized scheduling system (ANSOS).

INTENT NOTES

ARTICLE XL

COMMITTEES

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

ARTICLE XLIV

OCCUPATIONAL HEALTH & SAFETY

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

ARTICLE XLV

DISCIPLINE

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

- 501A We agree that in transfer/promotion, the Employment Office will not discuss discipline older than two (2) years with the hiring manager. If an employee is denied transfer/promotion due to the manager's reliance on discipline older than two (2) years, the request for transfer/promotion will be reevaluated without consideration given to the discipline.

ARTICLE XLVI

DISPUTE RESOLUTION PROCEDURE AND
MEDIATION PROCEDURE

The Association agrees to list specific paragraphs in disputes. Management agrees to answer specifically each of the paragraphs listed. If these commitments are not met, the parties agree to bring this back to the table at the time of the next negotiations. Where either party has a question regarding the lack of specificity in either the dispute or the answer,

INTENT NOTES

that party shall approach the other for clarification of paragraph and/or specificity of answer.

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

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

575 If a dispute has not been heard with thirty (30) calendar days of the filing date and there is no extension granted, the dispute may be submitted to the next step of the dispute resolution/arbitration procedures, including mediation where applicable.

The intent is to move disputes forward. The time frames outlined in the rest of Article XLVI are the norm. We agree the intent is not to extend the norm, but to deal with exceptions.

ARTICLE XLVII

MEDIATION SYSTEM

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

ARTICLE XLVIII

CONFERENCES

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

ARTICLE L

RELEASE TIME FOR ASSOCIATION BUSINESS

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

ARTICLE LI

CENTRAL STAFFING RESOURCE (CSR)

597A The parties agree that the staffing system will be comprised of centralized and local resources and that an emphasis will be placed on providing work to regular employees to meet both anticipated and unanticipated needs. The parties will also explore the concept of establishing parameters for the release of a Central Staffing Resource (CSR) employee from an assignment.

 The University agrees that temporary employees should not be given work if a regular employee does not have work, as long as the regular employee is qualified to do the work.

 The University agrees to address specific incidents brought to their attention with the Association until such time as the reorganization of the Central Staffing Resource is in place. Situations may include low census days in order to avoid sending employees home and employees subject to a reduction-in-force who are not placed.

 Employees who are subject to a reduction-in-force and who have not been placed in a regular job opening will replace a temporary employee on a unit or may, at the University's option and at the employee's request, be temporarily placed as a regular employee through the Central Staffing Resource until a regular job opening for which they are qualified is available. In the event that a regular employee replaces a unit-based temporary employee who is filling a position for another regular employee on extended sick time or leave of absence where the position is being held, the employee subject to a reduction-in-force will only hold that position until the original regular employee returns to the position.

 If the employee subject to a reduction-in-force has not been placed in a regular job opening when the employee returns from extended

INTENT NOTES

sick time or leave of absence, the University will place him/her in another position or the Central Staffing Resource as outlined above, if work is available.

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

- a. Relief for regular employee vacation
- b. Not as an allowance for paid time off
- c. Not built into 40 hour/week schedules unless filling in for leaves of absence, extended sick, unfilled posted positions (Reference Overtime System, Article XV)
- d. Limited in duration

The parties will evaluate the definition of a temporary employee as defined in Paragraph 10 to bring the definition into harmony with the system as outlined in the Memorandum of Understanding, Temporary Employees.

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

ARTICLE LII

SUBCONTRACTING, TEMPORARY AND/OR "AGENCY" NURSES

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

ARTICLE LIII

CHARGE NURSE GUIDELINES

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

INTENT NOTES

APPENDIX A

WAGE SCHEDULES

- 609B Lump sums will be paid based on the employee's new step placement on Schedule A and will be prorated by appointment fraction.

APPENDIX B

CLASSIFICATION TITLES AND PAY GRADES

- 628 The parties agree to identify those nurses doing case management/care coordination and to initiate a classification audit to determine the appropriate classification title and pay grade for employees doing this body of work. It is understood that this audit will occur in a timely manner, but not before January 1, 1995.
- 629 At such time that the labor market for Nurse Practitioners exceeds the N4 pay grade, the parties will meet to adjust the salaries of Nurse Practitioners accordingly.

MEMORANDUM OF UNDERSTANDING

STARTING RATE FOR NEW EMPLOYEES AND TRANSFERS

- 652A We agree that RN's who transfer into the Bargaining Unit who were previously in the Bargaining Unit, or who have been in an RN-related role (i.e., nurse manager), shall have their University RN experience calculated without regard to appointment fraction for purposes of step placement. This language applies to University experience since the most recent University date of hire.

INTENT NOTES

MEMORANDUM OF UNDERSTANDING

CLINICAL LADDER

662E The new Clinical Ladder Task Force will meet to investigate and develop a clinical ladder model that will:

- a. Promote primary behaviors rather than secondary;
- b. Place a strong emphasis on clinical practice;
- c. Research, study and describe exemplary practice.

MEMORANDUM OF UNDERSTANDING

DUAL UNIT POSITIONS

700 A joint task force will be developed to look at issues surrounding the development of dual unit positions. This task force will identify and reach conclusions about such issues including, but not limited to, seniority, scheduling practices, vacations and holidays.

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

MEMORANDUM OF UNDERSTANDING

SHIFT REASSIGNMENT

- 707
1. "Able to do the work" in Step 2 means:
 - a. not already working that shift
 - b. the affected shift will have an acceptable mix of staff, e.g., not all new grads.
 2. If option d in Step 2 is used, this would not be considered a violation of Paragraph 92 of the Agreement.

GENERAL INTENT NOTES

COLLABORATIVE IMPLEMENTATION

Letter of Agreement:

- a. Following ratification, a jointly written summary will be prepared, including contract changes and process to be followed when issues of intent and interpretation arise.
- b. Following ratification, joint information/orientation sessions will be held for membership, management and administration.
- c. Quarterly forums will be held, with agendas developed collaboratively.
- d. We will establish ground rules prior to forums or any other joint sessions for dealing with issues of dispute and how we will communicate differences.
- e. We agree to bring forward and attempt to resolve problems and issues as they arise.
- f. We agree to evaluate this process one year from execution.

Definition of "endeavor to":

Where the employer justifies by the use of objective criteria that can be described, including:

- a. Needs of the unit which address issues related to clinical competence, ability to do the work, and may require flexibility of both management/employer and employee.
- b. Management not having time is not an acceptable reason.

INTENT NOTES

Evaluation of Managers/Administrators

We agree that the University will develop a mechanism to solicit feedback from nursing staff related to nurse managers.

Shift Differential

We agree to track the actual cost of shift differential over the life of this contract for budgeting purposes.

Cost of Steps in Wage Scale

We agree to track the actual cost of the step increases over the life of this Agreement for budgeting purposes. We agree that if we find there is money not spent, we will decide together how to spend it.

1994

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22	23	24	25	26	27 28	19	20	21	22	23	24 25	17	18	19	20	21	22 23			
29	30	31				26	27	28	29	30		% 25	26	27	28	29	30			

1996

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			% 25	26	27	28	29	30	

APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		% 24	25	26	27	28	29	29	

JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3		1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						

OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2		1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

1997

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28			% 25	26	27	28	29	30	

APRIL							MAY							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		% 24	25	26	27	28	29	29	

JULY							AUGUST							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3		1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						

OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2		1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

